



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, NOVEMBER 28, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Request by Mr. Don Van Beck for approval to place a Humvee in Veterans Memorial Park

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held August 8, 2016

B. PURCHASING ITEMS:

1. Purchase request by the Public Works Department for the purchase of playground equipment to be installed at John L. Johnson and Veterans Memorial Parks for a total amount of \$32,048.00.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Approval of the Memorandum of Understanding Between the City of Leesburg, Florida and Fruitland Park, Florida; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing applying for and accepting a grant from the Florida Department of Health for the purchase of five (5) ruggedized tablets (computers); and providing an effective date.
 2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a First Amendment to Consolidated Lease agreement between the City of Leesburg and SunAir Aviation, Inc., for the purpose of updating the use clause to include rental of hangar space to the public without prior approval of Lessor; and providing an effective date.
 3. Resolution of the City Commission of the City of Leesburg Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for FY 16-17 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake and Sumter Counties, Inc., Community Development Corporation of Leesburg and Vicinity, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.; and providing an effective date.
 4. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving a utility easement from Leesburg Regional Medical Center, Inc.; and providing an effective date.
 5. Resolutions accepting easements from B & B Sumter, LLP to the City of Leesburg for the purpose of construction, operation, and maintenance of a natural gas gate station on Highway 470.
 - A. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a grant of easement from B & B Sumter, LLP to the City of Leesburg, Florida, for property lying in Section 13, Township 20 South, Range 23 East, Sumter County, Florida; and providing an effective date.
 - B. Resolution of the City Commission of the City of Leesburg, Florida accepting and approving a temporary construction easement from B & B Sumter, LLP to the City of Leesburg, Florida, for property lying in Section 13, Township 20 South, Range 23 East, Sumter County, Florida; and providing an effective date.
 6. Resolution of the City Commission of the City of Leesburg, Florida amending the Master Services Agreement with Paymentus, Inc. who provides electronic utility bill payment services to process City utility customer payments by credit and debit card; and providing an effective date.
6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE
- A. Second reading of an ordinance rezoning 506 +/- acres, from PUD (Planned Unit Development) to (PUD Planned Unit Development) for a property generally located

north of the Florida Turnpike, west of County Road 33 and east of County Road 48 (Denham Village)

B. McDonalds Entryway Update

C. Resolution authorizing and approving the issuance by the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area, the Proposal of CenterState Bank of Florida, to Purchase the Agency's Not Exceeding \$13,000,000 Principal Amount Tax Increment Revenue Refunding Note, Series 2016.

7. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

8. CITY ATTORNEY ITEMS:

9. CITY MANAGER ITEMS:

10. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

11. ROLL CALL:

12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, AUGUST 8, 2016**

The City of Leesburg Commission held a regular meeting Monday, August 8, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:31 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

MAYOR'S AWARD:

Mr. Sandy Stokes received the Mayor's Award for his work in the community.

PRESENTATIONS: None

CONSENT AGENDA:

Items pulled for discussion:

5.B.2 = Construction services agreement with Cardiff Construction, LLC for construction of restroom at the Susan Street Recreation Complex.

5.C.1.B = Interlocal Agreement between the City of Leesburg and the City of Fruitland Park, Florida for the provision of Automatic Aid for Fire and Rescue Services.

Commissioner Bone moved to adopt the Consent Agenda except for 5.B.2 and 5.C.1.B and Commissioner Dennison seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held July 25, 2016

Regular meeting held July 11, 2016

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RESOLUTION 9842

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order No. 4 with Booth & Associates, LLC. for professional engineering services to design upgrades for the Center Street Sub Station for an amount not to exceed \$65,500.00; and providing an effective date.

RESOLUTION 9843

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the City of Tavares, Florida for the provision of Automatic Aid for Fire and Rescue Services; and providing an effective date.

RESOLUTION 9844

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Interlocal Agreement between the City of Leesburg and the Lake County Board of County Commissioners relating to provision of library services; and providing an effective date.

RESOLUTION 9845

Resolution of the City Commission of the City of Leesburg, Florida appointing Rolando Reyes to the Police Pension Plan Trustee Board for a two-year term to expire December 31, 2018; and providing an effective date.

DENIED RESOLUTION 9846 A CONSTRUCTION SERVICES AGREEMENT WITH CARDIFF CONSTRUCTION, LLC

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH CARDIFF CONSTRUCTION, LLC FOR CONSTRUCTION OF A RESTROOM BUILDING AT THE SUSAN STREET RECREATION COMPLEX FOR AN AMOUNT NOT TO EXCEED \$210,655.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Dennison stated reading the contract or the proposal, she sees where they guarantee the warranty will meet or exceed the commercial warranty normally given. She did not though see any real terms of any warranty.

Purchasing Manager (PM) Mike Thornton stated the contractor's workmanship warranty, the work he performs, would be one year. The roof would come with the roof manufacturer warranty, the fixtures in the restrooms would come with those

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manufacturer's warranty, but as far as the contractor is concerned it is a one-year workmanship warranty on his work.

Commissioner Bone asked about location. PM Thornton stated the restrooms are west of the batting cages.

Commissioner Bone asked if wouldn't it be more functional to be on the other side of the batting cages where they would be closer to the other fields.

Recreation Director (RD) Travis Rima stated originally they were planned for the other side of the batting cages, but when taking the size of the bathroom that is going to be there, because it is also going to incorporate some storage, it did not really fit there. With the refurbishment of the existing bathrooms by the football field, talking with our Pop Warner football program director and our baseball staff, it was decided it would be useful over by the other two baseball fields because of the traffic they have been getting. This area would be more for the service of fields three and four, and the existing restrooms for fields one and two.

Commissioner Christian asked about the layout of the doors for security purposes.

PM Thornton stated the porch of the restroom will be facing the sidewalk.

Commissioner Bone asked if there any long range plans for the dirt area to maybe either make it a permanent parking area or switch it from a parking area to more of a picnic type area; make it more functional.

RD Rima stated there is a long term master plan for Susan Street and the parking lot is one of the areas being reviewed. There are two options, but there are some questions on the ingress and egress into and out of the areas that need to be worked out before putting a parking lot there.

Mayor Hurley stated he is having the same issues as before on 1,040 feet for a block bathroom and a storage area with a roll up door. He has a hard time spending \$211,000 to build a bathroom which is \$200 dollars a square foot when you can build a house between \$75 and \$80, or custom homes with marble, granite, and crown moldings with eight-foot solid wood doors for \$180 to \$200 a square foot. He thinks it is a deal when government is involved, that everybody sees it and says let's just bid it high and go. He personally would like to see this denied, then sent back out for bid again to see if more reasonable pricing would be received.

Commissioner Bone agrees; this seems like a lot of money.

PM Thornton stated one thing to keep in mind is the lift station and Mayor Hurley stated he is also choking at \$30,000 for a lift station.

PM Thornton stated as to the concrete and block, with the ultimate I-4 project going on, concrete prices are going through the roof. As far as putting it out to bid again, staff would need to drastically change the specifications so it was not just rebidding the same project because low bid was not what we wanted.

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Public Works Director (PWD) DC Maudlin stated for clarification the exterior has brick on the lower section and stucco finish on the exterior; not split block. The bathrooms have tile floors and tile up to the sink height and above that rather than just painted block it is a sheet rock finish on the interior. We intentionally upgraded because the bathroom torn down was split block, concrete floors and masonry walls that was clearly different. The other thing is a standing seam metal roof on this building as opposed to shingles, so there are a lot of things we could down scope on.

Mayor Hurley stated at \$200 a square foot on a bathroom his vote is going to be no; maybe on a custom city hall or a custom community center.

Commissioner Robuck thinks it is too much, but stated Mike is right about the concrete, and the labor shortage and that is driving prices up. Because of ADA, you are never going to build what you can build a house for because that adds money to these jobs. He is okay with the suggestions of a concrete floor, split block walls, and a shingle roof; it is a bathroom. It can be kept clean and maintained, but he does not know that having the Taj Mahal bathroom in the corner of our recreation fields is really going to put Leesburg on the map.

Commissioner Bone asked if there is something else in the Recreation department that staff could spend with the \$200,000 rather than put a bathroom way back in the corner.

CM Minner stated these are projects the community has talked about wanting and we talked about wanting to emphasize making Leesburg better and putting our best foot forward. He agrees this is a bathroom cost and can say from his experience, this is about what a bathroom costs government. Some things can be scaled back on, but personally he thinks in doing that we are going back to just building big block ugly buildings that are not attractive and are not conducive. To have pride in our community and to provide good facilities, he would recommend spending a little bit more. CM Minner stated he will disagree with our Purchasing Manager, even though he provides a reasonable explanation on why you will not want to rebid this, but if the commission wants to rebid he would encourage the rebid and then would take what PM Thornton says with a grain of salt that it is going to affect future bids, affect the market, and how contractors want to deal with us in the future. To change the scope and down grade some of those items, he thinks there is a savings of maybe \$20,000. Staff has also looked at pre-manufactured buildings but the savings there is not significant.

Commissioner Christian asked if this is the same company doing the Berry Park bathroom and if there are any issues with this company doing that bathroom.

PWD Maudlin answered no problems, they have done a good job so far and obviously we are still in the process of doing that work, but they are on schedule and doing a good job.

Commissioner Christian stated bathrooms are important and thinks we should do something that is going to be nice and actually focuses on the Susan Street complex. The recreation authority board and the community have worked really hard to upgrade this park, it is in the interior of our city and he thinks bathrooms throughout the entire city should at least look similar. He asked if legally can we just throw this bid back out without making any changes to it.

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CA Morrison replied yes; the Commission can reject this for any reason and send it back out. Mike's point is that everybody knows the numbers now, which is why he suggested making changes, but legally there is nothing preventing you from doing that if you are dissatisfied with the results of this bid.

Commissioner Robuck asked what the threshold is for bonding.

PM Thornton stated this bid did require a bond because it was estimated to be over \$200,000 which is the State statute and the State statute also allows for this legislative body to waive that requirement. If you got rid of the bond requirement, then that could open the bids to more contractors who may not be able to get the bonding, but of course if contractors can't get bonding, there is typically some reason for that.

Commissioner Robuck thinks we may not be getting a lot of local bids from smaller companies because of the bonding requirement and would like to see this go back out without the bonding requirement.

Commissioner Bone stated if you look at this as a full improvement of the Susan Street Complex, which it needs, what about doing something with the area under the trees which would make a nice picnic area or play area for kids in the shade. That would be a good place for a bathroom and then at that point you would want it to look as nice a bathroom at Venetian Gardens. People are coming from all over central Florida and one of his concerns is those teams are traveling from nice places to go behind a shopping plaza and parking in areas that are not paved with bad bathrooms and it is just a poor reflection on our city. With the continued investment into the park, he thinks a bathroom would have more benefit to the park by making it look as nice as we can.

Mayor Hurley stated he is not proposing to do away with it, but his main issue is paying too much per square foot for what we are getting.

Commissioner Christian asked if without the bonding requirement does that put the city in more liability or what is the benefit of opening the bids up without the bond.

CA Morrison replied the bond is there to ensure that if the contractor does not pay the subs, either he did not charge enough to do that or has used the money on some other project, which is all too typical, that the bonding company steps in to pay those people and finishes the job. Without this the city runs the risk of having to pay twice for the improvements; pay the contractor who does not pay the sub and then end up paying the sub.

Commissioner Robuck asked if the city can require releases.

CA Morrison answered yes, but that is something the city has never done. He thinks Mike hit on the main point that a lot of the smaller contractors, who might be able to do this for \$150 or less a square foot cannot get the bonds, so they do not even bid. The ones that can do it know there are not that many of them and they bid high because they do not have the competition.

Commissioner Christian moved to re-bid this with the bond requirement removed and Commissioner Robuck seconded the motion.

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The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the motion to re-bid this item without the bond requirement.

ADOPTED RESOLUTION 9847 INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF FRUITLAND PARK FOR THE PROVISION OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE CITY OF FRUITLAND PARK, FLORIDA FOR THE PROVISION OF AUTOMATIC AID FOR FIRE AND RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

Commissioner Robuck wants staff to monitor this because going forward Fruitland Park is now going to have two fire departments; the people in the Villages will be served by the Villages Fire department and those outside will be served by Fruitland Park Fire department. It is his understanding that this only applies to the City of Fruitland Park, not the Villages of Fruitland Park. His concern, for the future, is that because they are all volunteers and do not provide the same level of service Leesburg does, that as those Villagers start moving in and need services outside of the Villages in the town, that Leesburg will end up subsidizing the City of Fruitland Park's service by providing lots of EMS calls for them down the road. This is just think something that really needs to be monitored and make sure we do not end up becoming de-facto Fruitland Park EMS.

Mayor Hurley stated Fruitland Park expressed to him that they intend to go full-time in the next three to five years.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

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Five yeas, no nays, the Commission adopted the resolution.

ADOPTED ORDINANCE 16-29 AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 10.5 OF THE CODE OF ORDINANCES DEALING WITH FLOOD DAMAGE PREVENTION AND PROTECTION; UPDATING LANGUAGE TO CONFORM TO CURRENT STATE AND FEDERAL STANDARDS; ASSIGNING THE POSITION OF FLOOD PLAIN ADMINISTRATOR TO THE CITY'S DEPUTY CITY MANAGER / COMMUNITY DEVELOPMENT DIRECTOR; MODIFYING STANDARDS FOR DETERMINING LOWEST PERMITTED FLOOR ELEVATION OF STRUCTURES; REQUIRING RETENTION AREAS TO RETAIN 100 PERCENT OF A 100 YEAR FLOOD EVENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-30 CREATING SECTION 7-170 OF THE LEESBURG CODE OF ORDINANCES, REQUIRING ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT / PROHIBITED USES OF GENERATORS

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING §7-170 OF THE LEESBURG CODE, REQUIRING THAT ELECTRICAL POWER BE CONNECTED TO ANY RESIDENTIAL DWELLING UNIT, AND ENERGIZED, AS A PREREQUISITE TO OCCUPANCY OF A DWELLING UNIT; PROHIBITING THE USE OF GENERATORS TO PROVIDE ELECTRICITY TO A DWELLING

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UNIT EXCEPT IN TIMES WHEN ELECTRICAL POWER FROM A UTILITY PROVIDER IS UNAVAILABLE DUE TO AN OUTAGE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

VENETIAN GARDENS II & III PROPOSAL AND FINANCIAL ALLOCATION

CM Minner stated much work has gone into this project as far as blending community input, the master planning sessions, discussions the Commission with reference on ways to improve our waterfront property along the basin and to use that asset to the city's fullest, making it the best place it can be. He stated tonight is to propose a plan to continue the redevelopment of Venetian Gardens, to identify funding sources, and to make a financial allocation that will set aside funds to being improvements.

Phase II - Ski Beach improvements:

Task 1 – Road, Sidewalk and Parking Improvements	\$ 500,000
Task 2 – Decorative Fence and Landscaping for Shoreline Drive	\$ 450,000
Task 3 – Boat Ramp for Ski Beach	\$ 150,000
Task 4 – Boat Ramp Restroom at Ski Beach	\$ 150,000
Task 5 – MLK Island Bridge	\$ 150,000
Task 6 – Decorative Lighting for Ski Beach	\$ 75,000
Task 7 – Sod, Landscaping and Irrigation for Ski Beach Point	\$ 50,000
Task 8 – Create Beach Front at Ski Beach	\$ 50,000
Task 9 – Marina and Dozier Circle Docks	\$ 500,000
Subtotal	\$2,075,000
Engineering and Design (10%)	\$ 207,500
Contingency (10%)	\$ 207,500
Estimate for Budget Allocations	\$2,490,000

Phase III – Community Center

Task 1 – Community Center Remodel	\$2,350,000
Task 2 – Parking Lots, Landscaping and Sidewalks	\$1,500,000
Engineering and Design	\$ 300,000

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Estimate for Budget Allocation

\$4,150,000

Community Center – Remodel versus New

Delay decision on the pool – Site for potential creation of “Botanical Gardens”

Consider relocation of Health Center to another location for additional parking and aesthetic improvements

Public / Private partnership to improve Marina and Restaurant.

Project Estimated Cost

Phase II \$2,490,000

Phase III \$4,150,000

Total Estimate \$6,640,000

CM Minner stated he thinks the city is in a good position and does not feel uncomfortable recommending these cash recommendations to the commission.

Staff recommendation: would like the commission to make a motion to create a Venetian Gardens Phase II and III Improvement Project which shall reside in the Capital Projects Fund. Such funds will be shifted as follows:

1. Phase II - \$2,490,000 from General Fund Reserve Account
2. Phase III - \$2,075,000 from General Fund Reserve Account and \$2,075,000 From Gas Fund Reserve Account
3. Further – staff shall proceed with design and permitting on various tasks and report to Commission accordingly for design approvals and spending authorization.

Commissioner Bone thinks this is moving down the right track to make these improvements and thinks it addresses Venetian Gardens as a whole and makes positive statement, brings things up to date, makes it more attractive and more usable. As to the community center, while still dealing with the soil issues, he likes the remodel and bringing the building up to date to be more functional on the inside and would also like to see a veranda added on the front. He thinks wise spending and investment of that money is a good idea for the city and for the park; the jewel of Leesburg. This is going to be a good investment for the citizens, the businesses, and for real estate here in the city.

Commissioner Robuck agrees and would like to add that when we did the visioning, the restaurant was the number one thing people asked for and that is like the last thing so would really like to see that pushed up. While he likes all this, he cannot see today saying go spend 6.5 million dollars; he would want to see it more like two million in Phase II and three million Phase III. He worries that we will set the example if we approve this that the county says look they are two and a half million dollars for this space, so why do we need to contribute and then contractors see these high numbers, so they are going to bid high. The money is there and he would rather see us put a smaller amount in the capital improvement and see if we can save some money. He would just like to see more of a five-million-dollar number up front and worries that even though we can pay for this, if we spend all this money here we will not have money for west Main Street or corridor improvements.

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Commissioner Christian concurs and does not want to just give staff a blank check. While he likes the idea and thinks it is great for Leesburg, it is something that once started he does not want to stop; start Phase 2 and move into Phase 3. He would like to see staff work with the county to see if we can get some tourism dollars for the boat ramps and get them on board to make this a county wide project. He would also like to see us prepare the restaurant site, identify where it is going to be, identify what is going to happen there so when we talk to potential entrepreneurs they know what we are talking about and we do not sit here for two years just talking about a restaurant.

CM Minner stated he does not want to mislead the Commission in terms of the amounts we are trying to establish. What staff needs this evening is affirmation that the commission wants to do these improvements and its okay to start spending money on the design frames. At a minimum what we would need is if the board and feedback is that it likes those improvements on Ski Beach, he would say to allocate that 2.5 and then allocate at least a couple hundred thousand dollars on Phase 3 to start moving on some more design and engineering schemes and really start debating the merits of what we are doing with the community center.

Commissioner Dennison stated she would like to see both sections done tonight as far as allocating the money and show the citizens of Leesburg that we are serious about these improvements; that we are building a new Leesburg. At some point you have to sit down and actually do what you say you are going to do. This phenomenal project in Venetian Gardens is going to be beautiful and will be set up for people to enjoy from now on and will get Leesburg up to the status that it should be.

Mayor Hurley appreciates the City Manager and staff for the presentation because it is super encouraging and it is a credit to the Commission as a whole opposed to where we were just four years ago. He is excited for what is proposed. He thinks the community building should be on the water because we have the most expensive piece of real estate right there 300 yards in front of the lake and we have the option to build a brand new building. With talk about adding docks and activities there are things we could add to the community center that could kind of help facilitate some of the things we want to do in the park and it could be an addition or incorporated into the new community center on the water. He definitely wants to do something, and is in full support of allocating money to find out some answers, but does not want to just go with doing a remodel and not even consider what some of the options are.

Commissioner Dennison moved to create a Venetian Gardens Phase II and Phase III Improvement Project, Phase II at \$2,490,000 and Phase III at \$4,150,000, which will reside in the capital projects fund and have the City Manager and his staff start to pull together a sequence of these events as written and recommended and Commissioner Bone seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Bennett Walling, resident, stated during the public charrettes, the community building was ranked 35 out of 49 items. He does not want to spend that kind of money and thinks it should be scaled back to be more affordable. He would also like community involvement.

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CM Minner stated these are not staff concepts, we have heard the public's comments and it is our job to blend all these things together and not everybody will be happy. The reception we received from doing the decorative fence along Dixie was a hit and then we got in to the public discussions of we need more protection for our kids when they are at Rogers Park so staff said let's bring down that Dixie fence concept and it was a hit and everybody like it. Another example is staff blended the we do not want to hear Palmora Park complain about a restroom that obstructs the view of the basin, so we stuck it way up on the north side and the feedback we received was no, we need not only to have a restroom, but a boat ramp and the restroom has to go by the boat ramp, so we reversed 180 degrees and slowed down a project already committed because of public input. Staff has provided a plan here that has put all this together, has shown it is affordable and we are making big steps forward and he thinks we can make them quickly.

David Ohnstad, resident, stated his wife says this looks okay. He thinks the real challenge is to remodel the community building or build new, but thinks this is a great plan and he is very excited. Yes, we are going to look out on this project, we have been sitting there for 40 years and the biggest thing that has changed is the feel of the Venetian Gardens and the boat basin when you disallowed the change of speed limit in there. Everybody used to come out and the reason it was called ski beach was because they could ski, but not now. Tonight we are here to do something great for Leesburg and he has been fortunate to be on the planning committee for the playground and drives by it every day seeing the kids smiling, laughing, jumping around and having a good time; it is fantastic and the splash pad is going to even add that much more dramatic activity down there. He thinks the idea that the city is coming in and committing to this will make Venetian Gardens just blossom and he is very excited about that.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission approved the Venetian Gardens Phase II and III proposal.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CM Minner announced that Dann Herrin was hired today as the city's new Human Resource Director. He asked the Commission if they would like to recognize Jakki Perry for her 18 years of service. Consensus of Commission was yes.

PUBLIC COMMENTS: None

ROLL CALL:

MINUTES OF THE CITY COMMISSION MEETING MONDAY, AUGUST 8, 2016

Commissioner Robuck asked how we are coming on the fire and police pension in terms of coming up with an average type figure for looking at changing the way annual contributions are made. **CM Minner** stated not very fast, nothing has been done, but staff will take a look. **Commissioner Robuck** stated he attended the Chamber of Commerce Teacher Appreciation breakfast last Friday, the Mayor was present and gave a great speech. It was a good event to recognize all the Leesburg teachers from all the schools that feed into the Leesburg feeder pattern. This was the first year held in Leesburg, it is usually done in south lake; so it was well overdue and a great event.

Commissioner Christian had nothing this evening.

Commissioner Bone presented pictures of restaurant areas done with shipping containers that were converted to café seating type establishments; essentially restaurant incubators. He thinks it is trendy and might be something to consider for Ski Beach. Instead of just one restaurant, there could be several restaurants down there like a kind of food court.

Commissioner Dennison inquired as to the cleanup of the trail behind Palm Plaza. **PWD Maudlin** replied they are one their second round of clean up. He drove the trail on Thursday and there were a couple more shopping carts and few other stuff that they asked folks again to pick up. **Commissioner Dennison** thanked staff for their work in putting this Venetian Garden presentation together and reminded everybody that this actually goes back for more than two years where community meetings were held over in the community center. She stated we have been listening and will continue to listen. She also spoke at the luncheon for the school staff last Friday and they were really happy; it is a great way to kick off a new school year. She recommends doing this again next year.

Mayor Hurley thanked Sandi Moore and the Leesburg Chamber of Commerce for the Teacher's breakfast, stating it was a fabulous event. The new server for Lake Front TV has really improved the clarity. As to the wake zone, he understands something happened, but other cities do not have a wake zone and he would like to bring this back for the Commission to reconsider. **Commissioner Christian** asked if staff could bring this back for discussion and **CM Minner** stated it will be brought back. **Mayor Hurley** thanked everyone for not running against him in this election.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 7:37 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 5.B.1

Meeting Date: November 28, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Purchase request for playground equipment to be installed at Veterans
Memorial and John L. Johnson Parks

Staff Recommendation:

Staff recommends approval of the purchase of the playground equipment from Creative Playthings of Central Florida, LLC for a total amount of \$32,048.00.

Analysis:

The Public Works Department budgeted for improvements to the playgrounds at Veterans Memorial and John L. Johnson Parks. Part of these improvements is the purchase and installation of additional play equipment. Each park will receive a new main structure as shown in the attachment.

At both parks, existing toddler and sling seat swings and chains will be replaced and the metal structures will be repainted by City staff.

At John L. Johnson Park, the existing play equipment will be removed, repainted and relocated to provide required clearances between the play structures. New plastic molded border with ADA ramps will be installed along with new mulch.

Each of the parks will receive additional improvements and new amenities as part of the planned rehabilitation of each park.

The structures to be installed as well as all improvements were presented to and approved by the Recreation Advisory Board.

Procurement Analysis:

Public Works obtained informal quotes from three (3) companies to furnish and install the equipment. Of the three quotes received Creative Playthings submitted the lowest quote for both parks.

- John L. Johnson Park - \$19,610.00
- Veterans Memorial Park \$12,438.00

For expediency and efficiency, purchasing staff recommend the Commission waive the formal solicitation requirement for a purchase of this dollar value and approve the purchase based on the three (3) informal quotations solicited and received by Public Works staff.

Options:

1. Approve the purchase to Creative Playthings of Central Florida, LLC for a total amount of \$32,048.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

John L. Johnson Park – Funds are available in Fiscal Year 2016 and will be rolled forward to Fiscal Year 2017. Department will request to move available funds from the park parking lot paving to cover the overage.

Veterans Memorial Park – Funds in the amount of \$20,000 are available in Fiscal Year 2016 and will need to be rolled forward to Fiscal Year 2017.

Submission Date and Time: 11/23/2016 11:58 AM

<p>Department: <u>Public Works</u></p> <p>Prepared by: <u>Mike Thornton</u></p> <p>Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/></p> <p>Dates: _____</p> <p>Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head DCM _____</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u>031-5193-519.63-10</u></p> <p>Project No. <u>310051</u></p> <p>WF No. <u>WF0997811 / 001</u></p> <p><u>WF0997805 / 001</u></p> <p>Req. No. <u>48712</u></p> <p><u>48713</u></p> <p>Budget _____</p> <p>Available _____</p>
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John L. Johnson Park

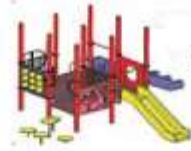


Additional ground events needed to make ADA 2.

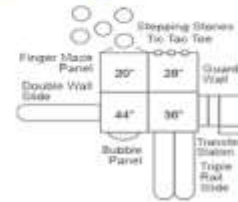
LAUREN

911-12885 (5" posts)
911-22885 (3.5" posts)

Ages:	2-12 years
Total Number of Events:	6
Elevated Events:	6
Ground Level Events:	0
Size:	22' x 20'
Use Zones:	34' x 32'
Weight:	1,725 lbs.



Back View



Veterans Memorial Park

Mallory structure without the roof to be installed at Veterans Memorial Park.





AGENDA MEMORANDUM

Item No: 5.B.2.
Meeting Date: November 28, 2016
From: Al Minner, City Manager
Subject: Fruitland Park MOU

Staff Recommendation:

Approve Memorandum of Understanding between the Cities of Leesburg and Fruitland Park.

Analysis:

Upon the Villages of Fruitland Park opening, the City of Leesburg incorrectly categorized these new residential electric customers. As a result, instead of the new homes being listed as Fruitland Park residents and being subject to the Franchise Agreement where an 8% Franchise Fee and a Fruitland Park Public Service Tax is charged, the new residents were listed as unincorporated residents. In this fashion only a 10% surcharge was billed the customers. Because the Leesburg/Fruitland Park Franchise Fee agreement is basically silent on notification of new customers, respective City staff has worked out a mutually agreeable solution to the issue. First, because a surcharge was issued, the funds collected are rightly the City of Fruitland Park's and payment of \$78,655.19 should be remitted. Second, the Franchise Fee was not billed and it is the recommendation of the City Manager that post-facto billing should not occur. Instead, a credit has been mutually agreed for Fruitland Park public electric consumption in the amount of \$62,924.15 be issued.

Fruitland Park has indicated that they are agreeable to the MOU and will schedule it for approval by the Fruitland Park City Commission at their first December meeting.

Fiscal Impact:

Fiscal impact is uncollected \$62,924.15 in electric revenue which can be absorbed by the fund.

Submission Date and Time: 11/23/2016 11:58 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE APPROVAL OF
THE MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF LEESBURG, FLORIDA AND FRUITLAND PARK,
FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum
of Understanding with the City of Fruitland Park concerning utility billing and electric usage
credits.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 28th day of November 2016.

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM is entered into between THE CITY OF LEESBURG, FLORIDA ("Leesburg") and THE CITY OF FRUITLAND PARK, FLORIDA ("Fruitland Park") to set forth the terms under which Leesburg and Fruitland Park will resolve a discrepancy in the billing by Leesburg of certain items on utility accounts within Fruitland Park.

RECITALS:

WHEREAS, Leesburg provides electrical utility service to customers within the municipal limits of Fruitland Park, under a written Franchise Agreement between the two, and

WHEREAS, Leesburg is supposed to collect from those customers, in addition to what they pay for electricity used, a Franchise Fee and applicable Sales Taxes, and

WHEREAS, Leesburg billed for but failed to remit to Fruitland Park the Sales Taxes due, and

WHEREAS, Leesburg inadvertently did not bill these customers for the Franchise Fee, and

WHEREAS, the parties desire to set forth the conditions under which these sums will be paid or credited to Fruitland Park so as to make it whole for amounts which should have been remitted previously but were not,

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Memorandum, the parties agree as follows:

1. Within 30 days of the later of approval of this Memorandum by its City Commission, or approval by Fruitland Park's Commission, Leesburg will remit to Fruitland Park the sum of seventy-eight thousand six hundred fifty-five dollars and nineteen cents (\$78,655.19), for the Sales Taxes due on the accounts of customers within Fruitland Park who paid those Sales Taxes which were then not remitted to Fruitland Park. Payment of this sum shall constitute full settlement of all claims of Fruitland Park for Sales Taxes collected by Leesburg from customers within Fruitland Park, not previously remitted.

2. Beginning with the first bills rendered to Fruitland Park following the later of approval of this Memorandum by its City Commission, or approval by Fruitland Park's Commission, Leesburg will apply a credit against sums owed to it by Fruitland Park for electrical service rendered by Leesburg to Fruitland Park's municipal facilities, and continue applying that credit until the sum of all such credits equals sixty-two thousand nine hundred twenty-four and fifteen cents (\$62,924.15). Once the credits equal this amount, no further credits shall be applied and Fruitland Park shall pay for electrical services rendered to it in the ordinary manner. These credits shall constitute full settlement of all claims by Fruitland Park for Franchise Fees which Leesburg should have collected and remitted to Fruitland Park, which were not previously remitted.

3. This Memorandum sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Memorandum and to have been extinguished except to the extent specifically set forth herein. This Memorandum may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Memorandum shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Memorandum shall be in Lake County, Florida. This Memorandum shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Memorandum in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Memorandum.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Memorandum on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: _____, 2016

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

THE CITY OF FRUITLAND
PARK, FLORIDA

BY: _____

Type or print name and title

Attest: _____
City Clerk

DATE: _____, 2016

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY



AGENDA MEMORANDUM

Item No: 5.C.1.

Meeting Date: November 28, 2016

From: Joe Mera, Deputy Fire Chief

Subject: Resolution authorizing the application of and acceptance of a grant from the Florida Department of Health for the purchase of five (5) ruggedized tablets.

Staff Recommendation:

Staffs recommends applying and acceptance of the Florida Department of Health grant and authorize purchase of five (5) ruggedized tablets for a total cost not to exceed \$12,500

Analysis:

The purpose of this grant project is to purchase five (5) ruggedized tablets for the purpose EMS on scene medical documentation.

Options:

1. Approve the application and acceptance of the Florida Department of Health grant and authorize purchase of five (5) ruggedized tablets; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

The total cost of the EMS Mobile Data Terminals is no greater than \$12,500. The State share, if awarded, is \$9,375 (75%) and the City of Leesburg match is \$3,125 (25%) which is available in the current budget.

Submission Date and Time: 11/23/2016 11:58 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-0000-334-2200</u> Project No. <u>FDOH17</u> WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING APPLYING FOR AND
ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT
OF HEALTH FOR THE PURCHASE OF FIVE (5) RUGGEDIZED
TABLETS (COMPUTERS); AND PROVIDING AN EFFECTIVE
DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to apply for and accept, a
grant from the Florida Department of Health for the purchase of five (5) computer tablets.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 28th day of November 2016.

Mayor

ATTEST:

City Clerk



AGENDA MEMORANDUM

Item No: 5.C.2.
Meeting Date: November 28, 2016
From: Tracey Dean, Airport Manager
Subject: First Amendment to SunAir Aviation, Inc. Consolidated Lease

Staff Recommendation:

Staff recommends approval of the First Amendment to Consolidated Lease.

Analysis:

The purpose of the First Amendment to the SunAir Aviation, Inc. Consolidated lease agreement, is to update the USE clause to include short term rental of hangar space to the public, without requiring prior approval from Lessor. The Minimum Standards Ordinance 13-40, dated 11/12/2013, Item E.(a.) (2.) requires that a fixed based operator (FBO) offers aircraft hangar facilities.

One of the routine activities of a fixed based operator, is renting hangar space to the public, who's preference is to have their aircraft housed indoors at a full service facility, for transient population, or for prospective tenants on the hangar waiting list. Allowing SunAir Aviation, Inc. to enter into rental agreements for hangar space without presenting a sublease to the Airport Advisory Board and City Commission, will promote continued ease of use of the airport and amenities.

The same process is already in place for the tie-downs, leased to and managed by SunAir Aviation, Inc.

The Airport Advisory Board reviewed the First Amendment at the November 10, 2016 meeting. Discussion and comments were positive and all agreed of the importance of the FBO business to be fluid; however, there was concern for the subjective definition of 'short term'. Attached is a copy of SunAir's rental agreement.

Options:

1. Approve the First Amendment to Consolidated Lease; or,
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None.

Submission Date and Time: 11/23/2016 11:58 AM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No _____ Advertised: _____ Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ MWR Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO CONSOLIDATED LEASE AGREEMENT BETWEEN THE CITY OF LEESBURG AND SUNAIR AVIATION, INC., FOR THE PURPOSE OF UPDATING THE USE CLAUSE TO INCLUDE RENTAL OF HANGAR SPACE TO THE PUBLIC WITHOUT PRIOR APPROVAL OF LESSOR; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with SunAir Aviation, Inc., whose address is 8806 Airport Blvd, Leesburg, FL 34788, for the purpose of amending a lease agreement.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

JAY HURLEY, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

**FIRST AMENDMENT TO
CONSOLIDATED LEASE AGREEMENT**

THIS AMENDMENT (the "Amendment") is entered into between **THE CITY OF LEESBURG, FLORIDA**, as Lessor, and **SUNAIR AVIATION, INC.**, as Lessee, for the purpose of amending that certain Consolidated Lease Agreement between Lessor and Lessee, dated October 26, 2015 (the "Lease"), as it pertains to two of the locations included in the leased premises, 8806 Airport Boulevard and 8701 Airport Boulevard (the "Hangars").

In consideration of the mutual covenants and promises contained in this Amendment, the undertakings of Lessor and Lessee in the Lease, the sum of \$10.00, and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Use table in Paragraph 3 of the Lease to read as set forth below (additions to the original language are double underlined):

8806 and 8742 Airport Boulevard	Fixed Base operations, fuel sales, flight instruction, aircraft rentals, rental cars, pilot supplies, aircraft maintenance open to the public, pilot's lounge, weather briefing room, snack room, public restrooms, and other uses customary in a Fixed Base operation, <u>and short term rental to the public of aircraft storage space within the hangar, which shall not require prior approval from Lessor under Paragraph 23</u>
8701 Airport Boulevard	<u>Aircraft Maintenance, and short term rental to the public of aircraft storage space within the hangar, which shall not require prior approval from Lessor under Paragraph 23</u>
Vacant Land	No authorized use, any future use must be approved in writing by Lessor, however Lessee must construct and utilize an improvement on this site within not more than ten years from the date of this Lease, after obtaining prior, written consent from Lessor as to the nature of the improvement and the proposed use
Ramp Space	Ramp space for passage and parking, in conjunction with fixed base operations at 8806 Airport Boulevard
Tie Downs	For rental to the public for parking and securing aircraft

Except as specifically modified by this Amendment, the Lease shall continue in full force and effect as originally executed.

LESSOR: The City of Leesburg, Florida

BY: _____
JAY HURLEY, Mayor

APPROVED AS TO FORM:

City Attorney

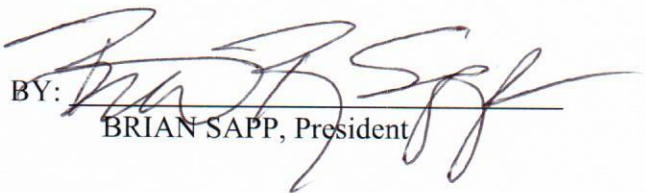
Attest: _____
ANDI PURVIS, City Clerk

WITNESSES (two required):

SUNAIR AVIATION, INC.



(as to Lessee)

BY: 

BRIAN SAPP, President



(as to Lessee)



HANGAR USE PERMIT

THIS HANGAR USE PERMIT ("Permit") is made and entered into as of the ____ day of _____, 201_ by and between Sunair Aviation, Inc., a Florida corporation, with its principal offices located at 8806 Airport Blvd. Leesburg, FL ("Lessor") and _____ ("Permittee"). For purposes of this Permit, Lessor and Permittee may, from time to time, be individually referred to as a "Party" and collectively as the "Parties".

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1a. Use of Hangar Space. Lessor hereby authorizes Permittee to use and occupy on a non-dedicated, non-exclusive basis, hangar deck space measuring approximately _____ square feet (the "Hangar Space"), in its Hangar storage facility (the "Hangar") located at Leesburg International Airport, Leesburg, FL (the "Airport"). The Hangar Space shall be used and occupied by Permittee for the storage of one (1) _____ aircraft, bearing the registration number, N_____ ("Aircraft"), or any other similar-sized aircraft owned or leased by Permittee (collectively, the "Substitute Aircraft"), provided Permittee has obtained the written consent of Lessor to store the Substitute Aircraft in the Hangar Space. In the event of such authorization, all provisions of this Permit applicable to the Aircraft shall also be applicable to the Substitute Aircraft. No other commercial activity of any kind whatsoever shall be conducted by Permittee in, from or around the Hangar Space, except as expressly authorized by this Permit.

1b. Use of Automobile Parking Area. Permittee, its employees, customers and related entities shall be authorized to utilize the common use automobile parking area situated in front of Sunair Aviation, Inc. on an "as available" basis for the short term parking of its personal vehicles (hereinafter, the "Vehicle Parking Area"). Lessor provides the use of the Vehicle Parking Area to Permittee at no cost. Unless otherwise expressly agreed to between the Parties' local representatives, Lessor shall retain no keys to any vehicle parked within the Vehicle Parking Area at any time.

Permittee acknowledges the Vehicle Parking Area is situated outside the Airport perimeter fence and, as such, is located in a non-segregated, public-accessible environment not subject to perpetual surveillance and monitoring by Lessor or the governing agency of the Airport. Notwithstanding Lessor's representation herewith to provide reasonable and prudent care to safeguard the integrity and security of any vehicle utilizing the Vehicle Parking Area in a manner consistent with those portions of Lessor's Airport leasehold which are located outside the Airport Operations Area (AOA), it is expressly understood and agreed that under no circumstances shall Lessor or the Airport be liable to Permittee or any third party or individual claiming through Permittee for loss, theft or damage to any vehicle (or any vehicle contents) situated within the

confines of the Vehicle Parking Area, unless caused by the gross negligence or willful misconduct of Lessor.

2. Term. The term of this Permit shall be for a period of _____ (____) months, commencing _____, 201_ and continuing through _____, 201_, and month to month thereafter, unless earlier terminated for cause under the provisions of this Permit ("Term"). Following the expiration of the Term, either Party may effect termination of this Permit, with or without cause, by furnishing the opposite Party thirty (30) days advance written notice.

3a. Payment of Rent and Additional Charges. For use of the Hangar Space, Permittee agrees to pay Lessor monthly rentals on the first (1st) day of each calendar month during the Term, the following sum, plus any and all Airport concession fees or charges and any and all applicable sales or use taxes due thereon, as specified below (collectively, "Base Rent"):

Hangar Space Rental Rate: \$ _____

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month, the sums due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

3b. Full Payment. Base Rent and all additional charges shall be paid promptly when due, without notice or demand and without deduction, diminution, abatement, counterclaim or setoff of any amount or for any reason whatsoever, to Lessor at its Airport address set forth in Section 21 of this Permit. In the event payment of Base Rent is not received within ten (10) calendar days from the applicable monthly due date, Lessor reserves the right to impose a late payment fee of one and one-half percent (1.5%) per month of the outstanding balance which shall be added to the amount due and owing to Lessor.

4. Security Deposit. Permittee shall deposit with Lessor the sum of one (1) month's Base Rent to be held as security for the faithful performance by Permittee of its obligations hereunder ("Security Deposit"). If any portion of the Security Deposit is applied by Lessor for any purpose allowed by this Permit, Permittee shall, within ten (10) days after a written demand by Lessor, deposit such additional amounts as may reasonably be requested by Lessor. The application of the Security Deposit, or any portion thereof, by Lessor shall not prevent Lessor from exercising any other right or remedy provided by this Permit or by law and shall not limit any recovery to which Lessor may otherwise be entitled. Upon expiration or termination of this Permit, and subject to the provisions hereof, the balance of the Security Deposit shall be returned, without interest, to Permittee, provided that Permittee has discharged all of the obligations of this Permit and provided further that Permittee has no outstanding obligations to Lessor at the time of this Permit's termination.

5. Property Rights Not Created. Nothing in this Permit shall be construed or deemed to constitute a grant of an interest in real property or to convey an estate or to vest property rights in the Permittee.

6a. Movement of Aircraft. Lessor shall be solely responsible for the towing/repositioning of the Aircraft into and out of the Hangar. Permittee expressly agrees not to undertake the towing/repositioning of its Aircraft, Substitute Aircraft, other Hangar tenant aircraft or any transient aircraft at any time, except in the event of an emergency. For purposes of this Permit,

“emergency” shall be defined as an unanticipated and sudden event in which the safety, security or integrity of an aircraft or person is in imminent peril or jeopardy.

6b. Performance of Aircraft Maintenance. To the extent expressly authorized by Lessor, Permittee shall be permitted to perform minor routine maintenance, repair or other servicing work exclusively to the Aircraft or Substitute Aircraft in the Hangar Space provided such work is accomplished by Permittee's regular full-time employees, by Lessor or other unique personnel (including original equipment manufacturers' (OEM)) on an “as needed” basis for the performance of non-routine maintenance and/or repair functions or for special services not otherwise available from Lessor.

7. Performance of Ancillary Services. It is acknowledged by the Parties that other services or assistance not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Lessor. Such services may include, but are not limited to, the sale of aircraft parts and components, the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, “Ancillary Services”). Lessor agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Lessor's prevailing and locally-established rates or as otherwise negotiated between Lessor local management and Permittee. Performance of any Ancillary Services shall be subject to the terms and conditions of this Permit or, when applicable, similar Lessor documentation governing the express Ancillary Service(s) performed.

8. Permit Subordination to Master Lease. It is expressly agreed and understood by Permittee that this Permit shall be subordinate at all times to the lease and operating agreement in effect between the City of Leesburg and Lessor (“Master Lease”).

9. Prohibition Against Assignment or Transfer. Permittee shall not pledge, encumber, sell, assign or transfer this Permit, in whole or in part, by operation of law or otherwise, or sublet, assign or transfer all or any part of the Hangar Space, without Lessor's prior written approval. Any attempted sale, assignment, transfer or subletting in violation of this provision shall be deemed null and void. Permittee shall not take any action or suffer action to be taken which has the effect of transferring any rights herein to any person or legal representative whether by operation of law or otherwise. Breach of this covenant shall terminate Permittee's rights hereunder as of and from the date of such transfer, action or sufferance.

10a. Acceptance of Hangar. Permittee shall accept the Hangar in its "as is" condition on the effective date of this Permit and Lessor shall have no liability or obligation to make any alterations or improvements of any kind on or about the Hangar.

10b. Disclaimer of Warranty. PERMITTEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE AIRPORT HAS MADE OR WILL MAKE ANY WARRANTIES TO PERMITTEE WITH RESPECT TO ANY LEASEHOLD IMPROVEMENTS TO THE HANGAR AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY THAT THE HANGAR SPACE IS OR WILL BE SUITABLE FOR PERMITTEE'S INTENDED COMMERCIAL PURPOSES.

11. Alterations. Permittee shall not install any fixtures or make, perform or otherwise authorize the making or performance of any alterations, additions, installations or improvements or other physical changes to any portion of the Hangar, inclusive of signage, without the prior written consent of Lessor, which shall not be unreasonably withheld.

12a. Insurance Coverages. Permittee shall obtain and maintain at all times during the Term, from a financially solvent insurance carrier(s) authorized to conduct business in the State of Florida, the following types and minimum amounts of insurance:

Aircraft Liability Insurance (ground and flight coverage), written on an occurrence basis, combined single limit, in a minimum amount of One Million Dollars (\$1,000,000).

All-Risk Hull Insurance - In an amount deemed acceptable to the Aircraft owner(s) or lessor(s).

12b. Certificates of Insurance and Related Requirements. Lessor shall be named as an additional insured under Permittee's applicable liability policies and furnished duly executed certificate(s) of all required insurance hereunder. The failure of Lessor to obtain certificates or other evidence of insurance from the Permittee shall not be deemed a waiver of the requirements of this Section 12. Non-conforming insurance shall not relieve Permittee of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance conditions by Permittee hereunder may constitute a material breach of this Permit and Lessor retains the right to suspend the Permit until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Permit, in Lessor's sole discretion. All policies shall expressly waive the underwriters and insurance carriers' right of subrogation against Lessor and/or its insurance carriers. Consistent with the indemnification provisions of this Permit, Permittee's insurance policies will respond on a primary basis, with any insurance carried by Lessor to be construed as secondary or excess insurance.

13a. Permittee Indemnification. Subject to the provisions of Section 14 of this Agreement, Permittee agrees to indemnify, defend and hold harmless Lessor (including, without limitation, Lessor's subsidiaries, affiliates and parent company as now or hereafter constituted), the Airport and their respective officers, directors, agents, tenants, customers, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments, of any kind whatsoever (including environmental-based claims and those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which may be suffered by or charged to Lessor by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Permittee or its officers, directors, agents, contractors, subcontractors, invitees, guests and employees of any covenant or condition of this Permit or by any act or omission of those persons, excepting those Damages caused by the negligence or willful misconduct of Lessor. The foregoing indemnity shall survive the termination or expiration of this Agreement for a period of one (1) year.

13b. Lessor Indemnification. Subject to the provisions of Section 14 of this Agreement, Lessor agrees to indemnify, defend and hold harmless Permittee (including, without limitation, Permittee's subsidiaries, affiliates and parent company as now or hereafter constituted), the Airport and their respective officers, directors, agents, tenants, customers, contractors, subcontractors, invitees, guests and employees from and against any and all Damages, which may be suffered by or charged to Permittee by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or

non-performance by Lessor or its officers, directors, agents, contractors, subcontractors, invitees, guests and employees of any covenant or condition of this Permit or by any act or omission of those persons, excepting those Damages caused by the negligence or willful misconduct of Permittee. The foregoing indemnity shall survive the termination or expiration of this Agreement for a period of one (1) year.

14. Disclaimer of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR THE COSTS ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.

15. Force Majeure. Excepting for monetary payments due hereunder, neither Lessor or Permittee shall be liable for their failure to perform under this Permit (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, act of Nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war, terrorism or any other cause beyond either Party's control.

16. Default. It shall be considered a default of this Permit if: (a) Permittee shall fail to make timely payments required hereunder on the date due and said default shall continue for ten (10) days after receipt by Permittee of written notice thereof from Lessor; or (b) Permittee shall fail to perform any other material covenant herein, and such default shall continue for a period of thirty (30) days after receipt by Permittee of written notice of said default from Lessor. In the event the default condition is not rectified consistent with the foregoing, Lessor reserves the right to terminate this Permit upon furnishing Permittee twenty-four (24) hour advance written notice of same (facsimile or electronic mail notification deemed acceptable).

17. Governing Law. This Permit shall be construed, interpreted and enforced in accordance with the laws of the State of Florida.

18. Independent Contractor. The relationship between Lessor and Permittee shall be that of permitor and permittee and neither Party shall be responsible for the acts or omissions of the other.

19. Rights Not Waived. No failure by Lessor to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Permit or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessor of full or partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy.

20. Remedies Cumulative. The rights and remedies with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either Party of any covenant or condition of this Permit shall not preclude such Party from demanding performance thereafter in accordance with the terms hereof.

21. Notices. Any notice given by one Party to the other in connection with this Permit shall be in writing and shall be sent by U.S. certified mail, return receipt requested or via hand delivery (with advance copy to be forwarded via facsimile or electronic mail):

(1) If to Lessor, addressed to:

Sunair Aviation, Inc.
Attention: Brian Sapp
8806 Airport Blvd.
Leesburg, Florida 34788
Facsimile: 352-787-1574
E-Mail: Brian@Sunairaviation.com

(2) If to Permittee, addressed to:

Attention: _____

Facsimile: _____
E-Mail: _____

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt or facsimile confirmation document.

22. Entire Agreement. It is mutually agreed and understood that this Permit (and any exhibits, amendments and addendums duly entered into between the Parties) contains the final and entire agreement between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. Any change or modification to this Permit must be in writing and signed by both Parties.

23. Basis of Bargain. Permittee acknowledges that it is familiar with the operation of aircraft and aircraft hangars, parking ramp areas and has inspected the Hangar and surrounding aircraft parking/ramp area. Permittee further acknowledges that it is aware that aircraft will be operated and stored in and on the Hangar and surrounding aircraft parking/ramp area and that there are certain dangers inherent in the storage of aircraft and operation of such facilities. Permittee acknowledges that it has considered these dangers along with the benefits which flow to Permittee as a result of this Permit and that such considerations constitute part of the basis for the bargain reached herein between Lessor and Permittee. Specifically, Permittee understands that its obligations to Lessor with regard to the specified insurance coverages and Permittee's indemnification and limitation of liability as to Lessor constitute a material consideration for Lessor to agree to enter into this Permit.

IN WITNESS WHEREOF, the Parties have executed this Permit as of the day and year first above written.

(Lessor)

(Permittee)

Sunair Aviation, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____, 201_

Date: _____, 201_



AGENDA MEMORANDUM

Item No: 5.C.3

Meeting Date: November 28, 2016

From: Al Minner, City Manager

Subject: Resolution authorizing Agreements for fiscal year 2016-17 Civic Grant Funding

Staff Recommendation:

Staff recommends the execution of the agreements for fiscal year 2016-17 civic grant funding with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc.

Analysis:

For Fiscal Year 2016-17, a total of \$71,215.00 was budgeted for the purpose of funding civic organizations. Following is a list of the organizations that have been considered for funding by the City Commission and the funding amounts. Pursuant to City Commission direction there is a quid pro quo included in Section 2 of each City Civic Organization Funding Agreement. This section specifies the obligation for each group.

Band Parents Association of Leesburg High School - \$2,455.00*
(Includes \$1,000 one-time amount for March 2017 Washington DC trip)

Boys & Girls Club of Lake and Sumter Counties, Inc. - \$7,500.00

Community Development Corporation of Leesburg, Inc. - \$3,880.00

Leesburg Area Chamber of Commerce - \$5,000.00

Leesburg Art Festival DBA Leesburg Center for the Arts - \$10,670.00

Leesburg Partnership, Inc. - \$38,710.00

Melon Patch Players, Inc. - \$3,000.00

Options:

1. Approve execution of the agreements between the City of Leesburg and Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc., for fiscal year 2016-17 civic grant funding.

2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A total of \$71,215.00 was included in the current budget for civic funding. Funding for the organizations above totals \$71,215.00.

Submission Date and Time: 11/23/2016 11:58 AM

Department: <u>Administration</u> Prepared by: <u>Al Minner</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>042-2021-532-8210</u> Project No. _____ WF No. _____ Budget <u>\$71,215</u> Available <u>\$71,215</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FY 16-17 WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF LAKE AND SUMTER COUNTIES, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG AND VICINITY, INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG ART FESTIVAL, INC. DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC. AND MELON PATCH PLAYERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

That the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and each entity listed above for the amount listed in each contract.

That this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 28th day of November, 2016.

Mayor

ATTEST:

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Band Parents Association of Leesburg High School, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$2,455.00** funding contribution in fiscal year 2016/2017 which includes \$1,000.00 to be used towards expenses related to the President's Cup U.S. Army Band Invitational in Washington, DC in March 2017. Said funding contribution will be issued to the Agency as a lump sum disbursement after *all* obligations included in Section 2 have been met.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. **Agency must participate as a marching unit in the 2016 Leesburg Christmas Parade and the 2017 Leesburg Dr. Martin Luther King, Jr. Commemoration Parade/March.**

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide financial assistance to at risk and deserving/needy students in the Leesburg High School Band; participate in City events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to

approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Band Parents of Leesburg High School, Inc.

By: _____

Printed Name: Christopher Semans

Title: President

Mailing Address: 1401 Yellow Jacket Way
Leesburg FL 34748

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Boys & Girls Clubs of Lake and Sumter Counties, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$7,500.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner event/gala at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Comprehensive summer and after school programs for Leesburg children providing activities and mentoring to ensure academic success, healthy lifestyles, character and citizenship.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Boys & Girls Clubs of Lake and Sumter Counties, Inc.

By: Kelsey Gonzalez

Printed Name: Kelsey Gonzalez

Title: Interim CEO

Mailing Address: PO Box 896179

Leesburg, FL 34789

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$3,880.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Community Development Corporation of Leesburg, Inc.

By: _____

Printed Name: JOHN H. CHRISTIAN

Title: President

Mailing Address: 314 S. CANAL

Leesburg, FL 34748

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$5,000.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and provide entry for one (1) team in the annual Splash Golf event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written

notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Area Chamber of Commerce, Inc.

By: Sandi Moore

Printed Name: SANDI MOORE

Title: Executive Director

Mailing Address: 1035 6th St.

P.O. Box 490309, Leesburg, FL.

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$10,670.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall also provide to the City of Leesburg twenty (20) tickets to the Songwriters Night event and ten (10) Leesburg Art Festival VIP Passes at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Art Festival, Inc.
DBA Leesburg Center for the Arts

By:  _____

Printed Name: Amy Painter

Title: Executive Director

Mailing Address: PO Box 492857
Leesburg, FL 34749

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Partnership, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$38,710.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promotion and presentation of numerous community oriented events including BikeFest, Saturday Morning Market and Leesburg Christmas Parade.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Partnership, Inc.

By: _____

Printed Name: Joe W. Shipes

Title: CEO

Mailing Address: P.O. Box 490043
Leesburg FL
34749

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **\$3,000.00** funding contribution in fiscal year 2016/2017. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2017. Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Enrich the culture of the City by providing quality community theatre productions several times each year.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Melon Patch Players, Inc.

By: _____

Printed Name: Dustin Lavine

Title: President

Mailing Address: 311 W. 13th St.
Leesburg, FL 34748



AGENDA MEMORANDUM

Item No: 5.C.4.

Meeting Date: November 28, 2016

From: Jim Lemberg – Manager, Communications Utility

Subject: Resolution accepting and approving a utility easement from Leesburg Regional Medical Center, Inc.

Staff Recommendation:

Staff recommends approval of a resolution accepting and approving a utility easement from Leesburg Regional Medical Center, Inc., pertaining to land located in Leesburg.

Analysis:

Leesburg Regional Medical Center plans to construct a new helicopter pad at its main Leesburg campus. That construction will require the relocation of some of the Communications Utility's fiber optic cables. The hospital is granting this easement to accommodate that relocation.

Options:

1. Approve the resolution, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Acceptance and approval of this easement will have no fiscal impact.

Submission Date and Time: 11/23/2016 11:58 AM

Department: <u>IT/Communications</u>	Reviewed by: Dept. Head _____	Account No. <u>n/a</u>
Prepared by: <u>J. Lemberg</u>		
Attachments: Yes <u>X</u> No _____	Finance Dept. _____	Project No. <u>n/a</u>
Advertised: _____ Not Required <u>X</u>		
Dates: <u>n/a</u>	Deputy C.M. _____	WF No. <u>n/a</u>
Attorney Review: Yes <u>X</u> No _____	Submitted by: _____	Budget <u>n/a</u>
	City Manager _____	Available <u>n/a</u>
Revised 6/10/04		

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING AND APPROVING A
UTILITY EASEMENT FROM LEESBURG REGIONAL MEDICAL
CENTER, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the City of Leesburg, Florida, does hereby accept from Leesburg Regional Medical Center, Inc., a Utility Easement, recorded on 21 November 2016, in Official Records Book 4865, Pages 984-986, Public Records of Lake County, Florida, conveying certain real property located in parts of Blocks B, C, D and E of East Leesburg, a Subdivision in Block 57, and part of vacated Knott Street and unnamed alleys according to the official map of the City of Leesburg, Florida, recorded in Plat Book 1, Page 69 in the Public Records of Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the twenty-eighth day of November 2016.

Mayor

ATTEST:

City Clerk

B THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 10th day of Nov, 2016, by **LEESBURG REGIONAL MEDICAL CENTER, INC.**, whose address is 600 East Dixie Avenue, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, Florida 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground fiber optics and telecommunications cables and related equipment. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

WITNESSES (two required):

LEESBURG REGIONAL MEDICAL
CENTER, INC.

[Signature]
John A. Marx
(Type or print name of witness)

[Signature]
Alex Chang
(Type or print name of witness)

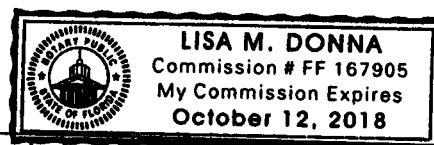
BY: [Signature]
DONALD G. HENDERSON, President

STATE OF FLORIDA
COUNTY OF Lake

BEFORE ME, the undersigned Notary Public, personally appeared Donald G. Henderson, as President of Leesburg Regional Medical Center, Inc., who acknowledged before me that he executed this instrument on the 10th day of November, 2016, and who was either ☐ personally known to me, or who ☒ produced _____ as identification.

[Signature]
NOTARY PUBLIC

Lisa M Donna
Type or print name of Notary



Commission Number _____

Commission expiration date _____

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 1

POINT OF
BEGINNING

S01°19'49"E 10.00'

LAKE STREET

(2 LANE, PAVED STREET)

WEST RIGHT-OF-WAY

BLOCK B

(VACATED)

BLOCK C

KNOTT STREET (VACATED)

BLOCK D

(VACATED)

BLOCK E

EAST RIGHT-OF-WAY

RAMBO STREET

(2 LANE, PAVED STREET)

N01°19'34"W 10.00'

PINE STREET (2 LANE, PAVED STREET)

S89°49'49"E 797.35'

N89°49'49"W 797.35'

SOUTH RIGHT-OF-WAY

1"=100'

10 FOOT WIDE UTILITY EASEMENT

LEGAL DESCRIPTION

THAT PART OF BLOCKS B, C, D AND E OF EAST LEESBURG, A SUBDIVISION IN BLOCK 57, AND PART OF VACATED KNOTT STREET AND UNNAMED ALLEYS ACCORDING TO THE OFFICIAL MAP OF THE CITY OF LEESBURG, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 69 IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHEAST CORNER OF SAID BLOCK B AND RUN THENCE S01°19'49"E ALONG THE WEST RIGHT-OF-WAY LINE OF LAKE STREET, A DISTANCE OF 10.00 FEET; THENCE DEPARTING WEST RIGHT-OF-WAY LINE RUN N89°49'49"W ALONG A LINE THAT IS 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF PINE STREET, A DISTANCE OF 797.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RAMBO STREET; THENCE RUN N01°19'34"W ALONG EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF PINE STREET; THENCE RUN S89°49'49"E ALONG SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 797.35 FEET TO THE POINT OF BEGINNING.
CONTAINING 7,974 SQUARE FEET OR 0.18 ACRES, MORE OR LESS.

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.

DATE

GEORGE K. BARBER, JR., PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 1614



4480 NE 63RD ROAD • WILMINGTON, FL 34786 • (352) 748-3126



AGENDA MEMORANDUM

Item No: 5.C.5

Meeting Date: November 28, 2016

From: Jack Rogers, Gas Director

Subject: Resolution accepting a permanent easement and temporary construction easement from B & B Sumter, LLP for property located on Hwy 470, West of the Florida Turnpike

Staff Recommendation:

Staff Recommends acceptance of a permanent and temporary construction easement from B&B Sumter, LLP for construction and maintenance of a natural gas gate station.

Analysis:

On April 25, 2016, the City Commission approved the expenditures required for Sabal Trail Transmission to provide a natural gas tap for the city of Leesburg. On September 26, 2016, the Commission approved the Agreement of Acquisition for the Permanent Easement and Temporary Construction Easement required to construct and maintain a natural gas gate station which will provide capacity for future residential, commercial, and industrial customers. This resolution is for formal acceptance of these easements. The Temporary Construction Easement will expire upon completion of construction or on June 01, 2018, whichever occurs first.

Options:

1. Approve acceptance of a Permanent Easement and Temporary Construction Easement, or;
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact in the acceptance of these easements.

Submission Date and Time: 11/23/2016 11:58 AM

Department: <u>Gas</u>	Reviewed by: Dept. Head <u>JR</u>	Account No. _____
Prepared by: <u>JR</u>	Finance Dept. _____	Project No. _____
Attachments: Yes <u>x</u> No _____	Deputy C.M. _____	WF No. _____
Advertised: <u>Not Required</u> <u>x</u>	Submitted by: _____	Budget _____
Dates: _____	City Manager _____	Available _____
Attorney Review : Yes <u>x</u> No _____		
_____ Revised 6/10/04		

RESOLUTION _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA,
ACCEPTING AND APPROVING A GRANT OF EASEMENT
FROM B & B SUMTER, LLP, TO THE CITY OF LEESBURG,
FLORIDA, FOR PROPERTY LYING IN SECTION 13, TOWNSHIP
20 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

The City of Leesburg, Florida, does hereby accept from B & B Sumter, LLP, a Grant of Easement dated October 24, 2016, and recorded on November 9, 2016, Official Records Book 3178, Page 160, Public Records of Sumter County, Florida, conveying certain real property lying in Section 13, Township 20 South, Range 23 East, Sumter County, Florida, and more particularly described in said Grant of Easement, to the City of Leesburg.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 28th day of November, 2016.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

#451000

Grant of Easement

RESERVED FOR RECORDING

THIS GRANT OF EASEMENT (this "Grant of Easement") is given and granted on the 24th day of October, 2016, by **B & B SUMTER, LLP**, a Florida limited liability partnership, as "Grantor," whose address is 547 County Road 501, Wildwood, Florida 34785, to **THE CITY OF LEESBURG, FLORIDA**, as "Grantee," whose address is P.O. Box 490630, Leesburg, Florida 34749,

WITNESSETH:

THAT for and in consideration of the sum of \$10.00 and other good and valuable considerations, and the mutual covenants and promises contained in this instrument, the receipt and sufficiency of which are acknowledged by each party for the benefit and reliance of the other, Grantor does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns forever, a perpetual easement on, over and across the following described real property in Sumter County, Florida (the "Easement Area"), owned by Grantor, for the purposes and subject to the conditions and limitations stated in this instrument:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, SAID RIGHT OF WAY OF COUNTY ROAD 470 BEING 100 FEET IN WIDTH, WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA AND RUN THENCE NORTH 88°54'08" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, A DISTANCE OF 359.22 FEET TO A SET IRON ROD AND CAP LABELED LB4907 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING AND LEAVING SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, RUN SOUTH 00°04'44" WEST 155.74 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE SOUTH 89°55'16" EAST 40.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE SOUTH 00°04'44" WEST 90.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE NORTH 89°55'16" WEST 60.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709, SAID POINT BEING ON THE EAST LINE OF A 50 FOOT WIDE PIPELINE EASEMENT; THENCE NORTH 00°04'44" EAST ALONG THE EAST LINE OF A 50 FOOT WIDE PIPELINE EASEMENT 246.10 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, SAID POINT BEING A SET IRON

ROD AND CAP LABELED LB4709; THENCE SOUTH 88°54'08" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

A sketch of the Easement Area is attached as Exhibit "A" to this instrument, and incorporated herein by reference.

This Grant of Easement is subject to the following conditions and stipulations:

1. **Purposes.** The purposes of this Grant of Easement, and the uses permitted within the Easement Area, are: (i) the installation, maintenance, improvement, replacement and upkeep of an underground natural gas pipeline, (ii) the use of the Northerly portion of the Easement Area measuring 20 feet in width East to West, 156.10 feet on its Westerly boundary, and 155.74 feet on its Easterly boundary (the "North Easement Area") for vehicular and pedestrian ingress and egress and for installation of such electrical or other utility service as is necessary to the beneficial use of this Easement by Grantee for its stated purposes; and (iii) on the Southerly portion of the Easement Area at the Southerly boundary of the North Easement Area and measuring 60 feet East to West and 90 feet North to South (the "South Easement Area"), the installation, maintenance, improvement, replacement and upkeep of a gate station and related natural gas equipment both above and below ground.
2. **Grantor's Right to Use North Easement Area.** Grantee may not fence or otherwise block or impede vehicular, pedestrian and/or livestock access across the North Easement Area. Grantor, its licensees, invitees, and guests, and others on Grantor's land with the consent of Grantor, shall have the right to cross over the North Easement Area at any time, on foot or by vehicle (including tractors and other agricultural implements), or to run utility lines across the North Easement Area to the extent doing so does not obstruct its use as a roadway, or otherwise to utilize the North Easement Area for any lawful purposes which do not conflict with or impede the ability of Grantee to use the North Easement Area for roadway access, ingress and egress and utility purposes. However, Grantee may remove a portion of the existing fence along County Road 470, if it replaces the portion removed with a gate capable of being closed and locked, and provides Grantor with the key or combination so it may open that gate at any time. This right to cross over the North Easement Area shall inure to Grantor, and its lawful successors and assigns, their licensees, invitees and guests, and others using their property with their consent, regardless of the use of the property now owned by Grantor.
3. **Grantee's Roadway.** Grantee may at its option, but shall not be required to, construct a compacted shell rock, asphalt, concrete, or other suitable stabilized road over the North Easement Area to provide access to the gate station site on the South Easement Area, and no such roadway shall be considered a violation of Grantor's rights to cross over the North Easement Area.
4. **Grantee's Rights on the South Easement Area.** Grantee may fence, gate, and restrict access to the gate station site on the South Easement Area to insure the security and integrity of its facilities on the South Easement Area. Grantor, its successors and assigns, shall not have the right to enter, cross over, or otherwise use or occupy the South Easement Area, which shall be for the exclusive use and benefit of the Grantee, its successors and assigns, for the limited purposes stated in this Grant of Easement.
5. **No Additional Easements on South Easement Area.** Grantor shall not have the right to grant further or additional easements over the South Easement Area, without the prior, written consent of the Grantee. However, Grantor may sell, convey, mortgage, or otherwise alienate its fee title to the real property on which the Easement Area is located, subject to the rights of Grantee under this Grant of Easements.

6. **Sabal Trail Easement Rights.** Grantee acknowledges that (i) Grantor has heretofore granted to Sabal Trail Transmission, LLC, a Delaware limited liability company ("Sabal Trail"), certain perpetual and temporary easements pursuant to that certain Grant of Easements dated February 11, 2016 executed by Grantor and recorded as Instrument No. 201660005987 in Official Records Book 3072, Page 735, of the Public Records of Sumter County, Florida (the "Sabal Trail Grant of Easements"), (ii) the Easement Area abuts the Pipeline Easement and the MLV Site Easement (as created by and defined in the Sabal Trail Grant of Easements) and (iii) the Easement Area encompasses all or a portion of the Permanent Access Road Easement and the Temporary Construction Easement (as created by and defined in the Sabal Trail Grant of Easements). Grantee agrees, with respect to the Sabal Trail Grant of Easements and the rights of the Sabal Trail and its successors and assigns under the Sabal Trail Grant of Easements, as follows:

a. Grantee's rights under this Grant of Easements shall be subordinate and inferior to the rights of Sabal Trail under the Sabal Trail Grant of Easements and, in the event of any conflict between the rights granted to Grantee pursuant to this Grant of Easements and the rights granted to Sabal Trail pursuant to the Sabal Trail Grant of Easements, the rights granted pursuant to the Sabal Trail Grant of Easements shall control;

b. In the exercise of Grantee's rights under this Grant of Easement and use of the easements granted hereby, Grantee will not interfere with, disrupt or obstruct, in any manner, Sabal Trail's exercise of its rights under the Sabal Trail Grant of Easements and use of the easements granted thereby, without Sabal Trail's prior written consent; and

c. Grantee will comply with all requirements of Sabal Trail related to the connection of the gate station to the Pipeline Facilities (as defined in the Sabal Trail Grant of Easements) and the subsequent operation of the gate station.

7. **Indemnification.**

a. Up to, but not in excess of the statutory limits of the waiver of sovereign immunity conferred by §768.28, Fla. Stat. (2016), Grantee hereby indemnifies Grantor, its successors and assigns, and agrees to hold them harmless, against any loss or damage, claim or cause of action, based on any death, injury to persons, or damage to property, arising out of or related to use of this Grant of Easements by Grantee, its licensees, invitees, or others utilizing the Easement with the consent of Grantee, express or implied, including, without limitation, the operation of the gate station and the natural gas pipeline. This indemnity shall extend to any damages awarded, together with court costs and reasonable attorneys' fees, all subject to the limits specified in §768.28.

b. Up to, but not in excess of the statutory limits of the waiver of sovereign immunity conferred by §768.28, Fla. Stat. (2016), Grantee further indemnifies Grantor, its successors and assigns, and agrees to hold them harmless, against any loss or damage, claim or cause of action, based on any death, injury to persons, or damage to property, arising out of or related to use of the North Easement Area by Grantor, its licensees, invitees, or others exercising the right to cross over the North Easement Area with the consent of Grantee, express or implied. This indemnity shall extend to any damages awarded, together with court costs and reasonable attorneys' fees all subject to the limits specified in §768.28.

8. **No Mechanic's Liens.** No person or entity providing services, performing work or supplying materials in connection with the construction of the natural gas pipeline, gate station, roadway and/or utilities shall be entitled to a mechanic's or other lien upon the Easement Area or any of Grantor's adjoining property. By acceptance of this Grant of Easements, Grantee shall keep the Easement Area free and clear from any liens arising out of any work performed, materials furnished or obligations incurred by

or for Grantee arising out of or in connection with Grantee's use of the Easement Area, including, without limitation, the construction, maintenance and/or repair of the natural gas pipeline, gate station, roadway and utilities.

9. **Suitability.** Notwithstanding anything contained in this Grant of Easements to the contrary, Grantor makes no representation or warranty that the Easement Area is fit or suitable for Grantee's intended use thereof. Grantee acknowledges that it is accepting the Easement Area in its current, AS-IS condition, subject to all faults, whether known or unknown.

10. **Miscellaneous.** This instrument sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this instrument and to have been extinguished except to the extent specifically set forth herein. This instrument may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This instrument shall be construed in accordance with the laws of Florida. This instrument shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this instrument in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this instrument.

11. **No Third Party Beneficiaries.** The rights and responsibilities granted and conferred by this instrument may be enforced only by Grantor and Grantee, and their respective lawful successors and assigns. Grantor and Grantee disclaim any intention to create enforcement rights in favor of any third party beneficiary.

12. **Venue/Attorneys' Fees.** Venue for any action or proceeding arising out of the Easement or its use shall be in Sumter County, Florida. The prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and court costs in addition to any other relief obtained, whether at trial, on appeal, in proceedings in bankruptcy or insolvency, and in proceedings to collect or enforce any judgment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this instrument.

[EXECUTION APPEARS ON THE FOLLOWING PAGES]

WITNESSES:

B & B SUMTER, LLP, a Florida limited liability partnership

Kylie Barton
Kylie Barton

BY: Bryan C. Bexley
BRYAN C. BEXLEY
Authorized Signatory

Richard H. Sollner
RICHARD H. SOLLNER
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF SUMTER

BEFORE ME, the undersigned Notary Public, personally appeared BRYAN C. BEXLEY, as an Authorized Signatory of B & B SUMTER, LLP, a Florida limited liability partnership, who acknowledged before me on the 30th day of September, 2016, that he executed the foregoing instrument on behalf of the partnership, and who was either {CHECK ONE} ☒ personally known to me, or ☐ produced _____ as identification.

Richard H. Sollner
SIGNATURE OF NOTARY PUBLIC

COMMISSION NUMBER

RICHARD H. SOLLNER
TYPE OR PRINT NAME OF NOTARY

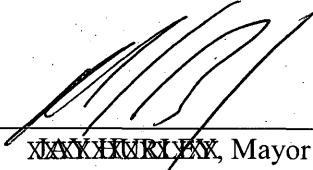
Commission Expiration Date

(Affix Notary Seal)



RICHARD H. SOLLNER
MY COMMISSION # FF 232641
EXPIRES: June 28, 2019
Bonded Thru Budget Notary Services

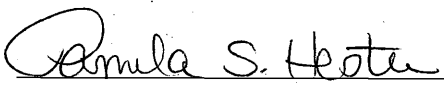
THE CITY OF LEESBURG, FLORIDA

BY: 
~~XXXXXX~~, Mayor Pro Tem
Robert Bone

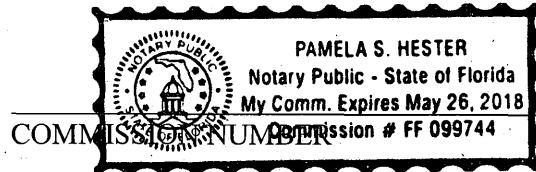
Attest: 
ANDI PURVIS, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Robert Bone,
~~XXXXXX~~, as Mayor, Pro Tem
and ANDI PURVIS, as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged
before me on the 24 day of October, 2016, that they executed the foregoing
instrument, and who were either {CHECK ONE} ☒ personally known to me, or ☐ produced _____
_____ as identification.


SIGNATURE OF NOTARY PUBLIC

Pamela S. Hester
TYPE OR PRINT NAME OF NOTARY



Commission Expiration Date

(Affix Notary Seal)

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA,
ACCEPTING AND APPROVING A TEMPORARY
CONSTRUCTION EASEMENT FROM B & B SUMTER, LLP, TO
THE CITY OF LEESBURG, FLORIDA, FOR PROPERTY LYING
IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST,
SUMTER COUNTY, FLORIDA; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Leesburg, Florida, that:

The City of Leesburg, Florida, does hereby accept from B & B Sumter, LLP, a Temporary Construction Easement dated October 24, 2016, and recorded on November 9, 2016, Official Records Book 3178, Page 154, Public Records of Sumter County, Florida, conveying certain real property lying in Section 13, Township 20 South, Range 23 East, Sumter County, Florida, and more particularly described in said Grant of Easement, to the City of Leesburg.

THIS RESOLUTION shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 28th day of November, 2016.

THE CITY OF LEESBURG

By: _____
Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison
McLin Burnsed P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

\$ 5250.00

Temporary Construction Easement

RESERVED FOR RECORDING

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Temporary Grant of Easement") is given and granted on the 24th day of October, 2016, by **B & B SUMTER, LLP**, a Florida limited liability partnership, as "Grantor," whose address is 547 County Road 501, Wildwood, Florida 34785, to **THE CITY OF LEESBURG, FLORIDA**, as "Grantee," whose address is P.O. Box 490630, Leesburg, Florida 34749,

WITNESSETH:

THAT for and in consideration of the sum of \$10.00 and other good and valuable considerations, and the mutual covenants and promises contained in this instrument, the receipt and sufficiency of which are acknowledged by each party for the benefit and reliance of the other, Grantor does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns forever, a temporary construction easement (the "Easement") on, over and across the following described real property in Sumter County, Florida, owned by Grantor (the "Temporary Easement Area"), for the purposes and subject to the conditions and limitations stated in this Temporary Grant of Easement:

A parcel of real property bounded on the South by the extension to the East in a straight line of the South line of the following described tract, on the North by the right of way of CR 470, on the West by the East (and where appropriate, the North) line of the following described tract, and on the East by a line running parallel to, and 50 feet by perpendicular measurement to the East (and where appropriate, the North) line of the following described tract (hereafter referred to as "Tract A"):

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, SAID RIGHT OF WAY OF COUNTY ROAD 470 BEING 100 FEET IN WIDTH, WITH THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 23 EAST IN SUMTER COUNTY, FLORIDA AND RUN THENCE NORTH 88°54'08" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, A DISTANCE OF 359.22 FEET TO A SET IRON ROD AND CAP LABELED LB4907 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING AND

LEAVING SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, RUN SOUTH 00°04'44" WEST 155.74 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE SOUTH 89°55'16" EAST 40.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE SOUTH 00°04'44" WEST 90.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709; THENCE NORTH 89°55'16" WEST 60.00 FEET TO A SET IRON ROD AND CAP LABELED LB4709, SAID POINT BEING ON THE EAST LINE OF A 50 FOOT WIDE PIPELINE EASEMENT; THENCE NORTH 00°04'44" EAST ALONG THE EAST LINE OF A 50 FOOT WIDE PIPELINE EASEMENT 246.10 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, SAID POINT BEING A SET IRON ROD AND CAP LABELED LB4709; THENCE SOUTH 88°54'08" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 470, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

A sketch of the Easement Area is attached as Exhibit "A" to this instrument, and incorporated herein by reference.

This Temporary Grant of Easement is subject to the following conditions and stipulations:

1. **Purpose.** The Easement is to be used only on conjunction with the construction by Grantee of its gate station facility, and an access roadway to that facility, under a separate Grant of Easement executed by Grantor to Grantee of even date herewith, on, over and across Tract A. No trees or other improvements owned by Grantor shall be removed from the Easement Area by or under the direction or authorization of Grantee, except that Grantee may remove a portion of the fence along the right of way of County Road 470 to allow vehicular passage, if the portion of the fence removed is replaced by a gate capable of being closed and locked, and Grantor is provided a key or combination so as to be able to open the lock and gate. Use of the Easement is primarily for site work, storage of materials and equipment, and equipment access to the gate station site and the path of the roadway.
2. **Temporary Easement/Expiration.** The Easement is temporary, and shall expire upon the earlier of (i) completion by Grantee of its construction activities on Tract "A" or June 1, 2018. Within not more than 30 days after completion of construction, Grantee shall execute and deliver to Grantor a document, in recordable form, terminating and vacating this Temporary Grant of Easement; provided, however, in any event this Temporary Grant of Easement shall expire and automatically be terminated on June 1, 2018, whether a termination document is recorded or not.
3. **Grantee's Obligations Upon Expiration.** Upon expiration of the limited term of this Temporary Grant of Easement, all use of the Easement by Grantee shall cease, and all materials, equipment, and other items placed on the Easement Area by Grantee or its employees, contractors and agents must be removed, and the Easement Area must be returned to substantially the same condition it was in prior to commencement by Grantee of its activities within the Easement Area.
4. **Grantor's Right to Use Easement Area.** Grantee may not fence or otherwise block or impede vehicular, pedestrian and/or livestock access across the Easement Area, except that Grantee may close or block portions of the Easement Area to facilitate construction when needed, as long as it leaves open some other portion of the Easement Area, sufficient in width to permit free passage across it by vehicles, pedestrians, and/or livestock. Grantor, its licensees, invitees, and guests, and others on Grantor's land with the consent of Grantor, shall have the right to cross over the Easement Area at any time, on foot or by vehicle (including tractors and other agricultural implements), or to run utility lines across the Easement Area to the extent doing so does not obstruct its use as a roadway, or otherwise to utilize the Easement Area for any lawful purposes which do not conflict with or impede the ability of Grantee to use

the Easement Area for roadway access, ingress and egress and utility purposes. This right to cross over the Easement Area shall inure to Grantor, and its lawful successors and assigns, their licensees, invitees and guests, and others using their property with their consent, regardless of the use of the property now owned by Grantor.

5. **No Additional Easements on Easement Area.** Grantor shall not have the right to grant other easements over the Easement Area without the prior, written consent of Grantee. However, Grantor may sell, convey, mortgage, or otherwise alienate its fee title to the real property on which the Easement Area is located, subject to the rights of Grantee under this instrument.

6. **Indemnification.** Up to, but not in excess of the statutory limits of the waiver of sovereign immunity conferred by §768.28, Fla. Stat. (2016), Grantee hereby indemnifies Grantor, its successors and assigns, and agrees to hold them harmless, against any loss or damage, claim or cause of action, based on any death, injury to persons, or damage to property, arising out of or related to use of this Temporary Grant of Easement by Grantee, its licensees, invitees, or others utilizing the Easement with the consent of Grantee, express or implied. This indemnity shall extend to any damages awarded, together with court costs and reasonable attorneys' fees, all subject to the limits specified in §768.28.

7. **No Mechanic's Liens.** No person or entity providing services, performing work or supplying materials in connection with the construction of the natural gas pipeline, gate station, roadway and/or utilities shall be entitled to a mechanic's or other lien upon the Easement Area or any of Grantor's adjoining property. By acceptance of this Temporary Grant of Easement, Grantee shall keep the Easement Area free and clear from any liens arising out of any work performed, materials furnished or obligations incurred by or for Grantee arising out of or in connection with Grantee's use of the Easement Area, including, without limitation, the construction, maintenance and/or repair of the natural gas pipeline, gate station, roadway and utilities.

8. **Suitability.** Notwithstanding anything contained in this Grant of Easements to the contrary, Grantor makes no representation or warranty that the Easement Area is fit or suitable for Grantee's intended use thereof. Grantee acknowledges that it is accepting the Easement Area in its current, AS-IS condition, subject to all faults, whether known or unknown.

9. **Miscellaneous.** This instrument sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this instrument and to have been extinguished except to the extent specifically set forth herein. This instrument may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This instrument shall be construed in accordance with the laws of Florida. This instrument shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this instrument in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this instrument.

10. **No Third Party Beneficiaries.** The rights and responsibilities granted and conferred by this instrument may be enforced only by Grantor and Grantee, and their respective lawful successors and assigns. Grantor and Grantee disclaim any intention to create enforcement rights in favor of any third party beneficiary.

11. **Venue/Attorneys' Fees.** Venue for any action or proceeding arising out of the Easement or its use shall be in Sumter County, Florida. The prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and court costs in addition to any other relief obtained,

whether at trial, on appeal, in proceedings in bankruptcy or insolvency, and in proceedings to collect or enforce any judgment.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this instrument.

[EXECUTION APPEARS ON THE FOLLOWING PAGES]

WITNESSES:

B & B SUMTER, LLP, a Florida limited liability partnership

Kylie Barton
Kylie Barton

BY: Bryan C. Bexley
BRYAN C. BEXLEY
Authorized Signatory

Richard H. Sollner
RICHARD H. SOLLNER
(Type or print name of witness)

STATE OF FLORIDA
COUNTY OF SUMTER

BEFORE ME, the undersigned Notary Public, personally appeared BRYAN C. BEXLEY, as an Authorized Signatory of B & B SUMTER, LLP, a Florida limited liability partnership, who acknowledged before me on the 30th day of September, 2016, that he executed the foregoing instrument on behalf of the partnership, and who was either {CHECK ONE} ☒ personally known to me, or ☐ produced _____ as identification.

Richard H. Sollner
SIGNATURE OF NOTARY PUBLIC

COMMISSION NUMBER

RICHARD H. SOLLNER

TYPE OR PRINT NAME OF NOTARY

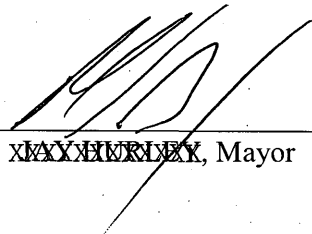
Commission Expiration Date

(Affix Notary Seal)




RICHARD H. SOLLNER
MY COMMISSION # FF 232641
EXPIRES: June 28, 2019
Bonded Thru Budget Notary Services

THE CITY OF LEESBURG, FLORIDA

BY:  Robert Bone,

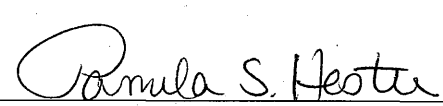
~~JAY HURLEY~~, Mayor Pro Tem

Attest:

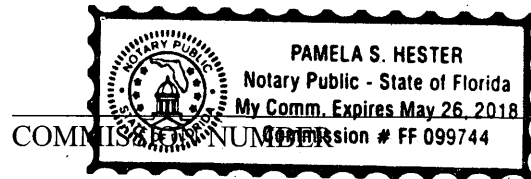

ANDI PURVIS, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Robert Bone,
~~JAY HURLEY~~, as Mayor, Pro Tem
and ANDI PURVIS, as City Clerk, respectively, of the City of Leesburg, Florida, who acknowledged
before me on the 24 day of October, 2016, that they executed the foregoing
instrument, and who were either {CHECK ONE} ☒ personally known to me, or ☐ produced _____
_____ as identification.


SIGNATURE OF NOTARY PUBLIC

Pamela S. Hester
TYPE OR PRINT NAME OF NOTARY



Commission Expiration Date

(Affix Notary Seal)



AGENDA MEMORANDUM

Item No: 5.C.6.

Meeting Date: November 28, 2016

From: William Spinelli, CPA, Finance Director

Subject: Resolution amending the Master Services Agreement with Paymentus, Inc, who provides electronic utility bill payment services to process City utility customer payments by credit and debit cards

Staff Recommendation:

Staff recommends approval of the amendment to the contract.

Analysis:

On August 24, 2015 Resolution #9654 was approved for a Master Service Agreement with Paymentus, Inc. to provide electronic utility bill payment services to process City utility customer payments by credit and debit cards. The City was entering into the 3rd month of using Paymentus, Inc., and noted the monthly bills were higher than expected. The City renegotiated the payment terms with Paymentus, so we are able to lower the City's credit card fee expenses. This amendment would lower the monthly bill from approximately \$20,000 per month to \$15,000 a month.

Options:

1. Approve the Contract Amendment
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Contract Amendment will save the City approximately \$60,000 per year in credit card fees.

Submission Date and Time: 11/23/2016 11:58 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-1334-513-4920</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AMENDING THE MASTER SERVICES
AGREEMENT WITH PAYMENTUS, INC. WHO PROVIDES
ELECTRONIC UTILITY BILL PAYMENT SERVICES TO
PROCESS CITY UTILITY CUSTOMER PAYMENTS BY CREDIT
AND DEBIT CARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an amended
contract with Paymentus, Inc.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the _____ day of _____ 2016.

Mayor

ATTEST:

City Clerk

Paymentus

AMENDING AGREEMENT

Customer:	City of Leesburg (FL)
Customer Address:	501 W. Meadow St. Leesburg, FL 34748
Contact for Notices to Customer:	James A. Williams, Deputy Finance Director

This Amending Agreement is entered into as of the 10th day of November, 2016 by and between City of Leesburg ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement dated August 25, 2015.

B - The parties now wish to amend Section 3.2 of the Master Services Agreement to increase the threshold for the dollar amount of non-consumer card transactions to be covered on behalf of the Customer from 5% to 20% each month. After the dollar amount of non-consumer transactions has exceeded 20% of the total dollar amount collected from credit/debit card transactions, a 3.5% Excess Fee shall be applicable.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except Section 3.2 of the Master Services Agreement, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By:  _____

Name: David Shapiro

Title: SVP

Date: 11/17/16

Paymentus

Schedule A – Paymentus Service Fee

Paymentus Service Fee charged to the Client will be based on the following model:

Absorbed Fee Model	
Utility Bills	
<ul style="list-style-type: none">• Average Bill Amount: \$270.00• Paymentus Service Fee per qualified Utility Rate Transaction<ul style="list-style-type: none">○ Credit/Debit Card \$2.00 (Visa, MasterCard, Discover Utility Program Rate)○ ACH/eCheck \$0.40	
Non-Utility (All Departments)	
<ul style="list-style-type: none">○ Credit/Debit Card 2.45% (Visa, MasterCard, Discover Utility Program Rate)○ ACH/eCheck \$0.40	

Fees in this schedule may be changed in accordance with the terms of the Agreement. Any change in fees will be accomplished by Paymentus providing written notice and Client acceptance of the fee changes in writing by the City Manager.

Notes:

1. Maximum Amount per Utility Payment is \$3,000.00. Multiple payments can be made.
2. Maximum Amount per Non-Utility Payment is \$600.00. Multiple payments can be made.

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.



AGENDA MEMORANDUM

Item No: 6A

Meeting Date: November 28, 2016

From: Dan Miller, Planning and Zoning Manager
Michael W. Rankin, Deputy City Manager

Subject: Ordinance rezoning approximately 506 acres for Walton Communities (Lake Denham)

Staff Recommendation

Planning Commission and Planning and Zoning Staff recommend approval of the attached ordinance to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions.

Analysis

The subject property is currently zoned PUD under Ordinance 06-44. The applicant, Walton Acquisitions, FL, LLC, proposes to revise the general site plan and layout while maintaining the overall density of four (4) units per acre on the 506+/- acre property. Permitted uses will include single family, multi-family, commercial and mixed use areas. The conditions also call for specific development standards for architecture and design of the development.

The Planning Commission, on October 20, 2016, recommended approval of this request by a vote of 7-0.

Options:

1. Approve the rezoning as presented; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact

A significant positive fiscal impact is expected from the future development of this property due to the increase in tax revenues, and the generation of utility fees.

Submission Date and Time: 11/23/2016 11:58 AM

Department: <u>_Comm Dev. P&Z_</u> Prepared by: <u>_Dan Miller P&Z Manager_</u> Attachments: <u>Yes_X_</u> <u>No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review: <u>Yes</u> <u>No</u> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. <u>mwr</u> Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING PROPERTY UNDER ORDINANCE 06-44 (DREW MEADOWS) FROM PUD (PLANNED UNIT DEVELOPMENT) TO PUD (PLANNED UNIT DEVELOPMENT) TO REFLECT A REVISED SITE PLAN; AND TO ALLOW FOR A MIX OF USES AND FLEXIBLE DEVELOPMENT STANDARDS; FOR A 506+/- ACRE PROPERTY GENERALLY LOCATED SOUTHEAST OF COUNTY ROAD 48, WEST OF COUNTY ROAD 33 AND NORTHEAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (DENHAM VILLAGE)

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

Section 1:

Based upon the petition of Mr. Mark E. Jacobson, P.E., on behalf of Walton Acquisitions, FL, LLC the petitioner of the property hereinafter described, which petition has heretofore been approved the City Commission of the City of Leesburg, Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development) with conditions as shown in Exhibits A-G attached hereto, to wit:

Section 2:

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2016.

Jay Hurley, Mayor

ATTEST:

J. Andi Purvis, City Clerk

**DENHAM VILLAGE
REZONING TO PUD (PLANNED UNIT DEVELOPMENT)
PLANNED DEVELOPMENT CONDITIONS
October 20, 2016**

These Planned Development Conditions for a PUD (Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Walton Acquisitions FL, LLC, a Florida limited liability company in its capacity as owner and operator, as applicable ("Walton" or the "Permittee"). Walton and multiple co-tenants (the "Cotenants") are the owners of certain real property located in Lake County, Florida, encompassing approximately 506 acres as legally described in **Exhibit "B"** (the "Property"). Pursuant to those certain Declaration of Covenants, Conditions and Restrictions within the Public Records of Lake County, Florida against the Property, Walton has the authority as "operator" to take certain actions on behalf of the Cotenants, including, without limitation, to enter into this Agreement; the "Permittee" for the purposes, terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended. These conditions shall replace and supersede the previous approvals for this property, known as Drew Meadows Planned Unit Development Conditions as approved under Ordinance 06-44.

BACKGROUND

The "Permittee" has submitted an application requesting a PUD (Planned Unit Development) zoning district for residential and commercial uses on an approximately 506 +/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information. The site is currently undeveloped. The proposal is for a mixed use development consisting of a maximum of 1999 residential units within both single-family and multi-family neighborhoods, and a Mixed Use Area containing ancillary commercial and community uses. The site is located within the City of Leesburg on approximately 506 acres situated north of the Turnpike, east of County Road 48 and west of County Road 33.

PURPOSE

The purpose of this document is to provide appropriate zoning standards to maintain a high quality built environment through the application of flexible mixed land use and development requirements. The request is to rezone the property from PUD (Planned Unit Development) to PUD (Planned Unit Development), under a new set of zoning conditions as shown herein.

1. PERMISSION

Permission is hereby granted to Walton Development and Management, (Walton Acquisitions, LLC) to operate and maintain a PUD (Planned Unit Development) in and on real property in the City of Leesburg. The property is generally located on approximately 506 acres situated north of the Turnpike, east of County Road 48 and west of County Road 33. The project shall be developed in compliance with these standards and the Conceptual Master Development Plan included as **Exhibit C**.

2. **LEGAL DESCRIPTION**

See attached legal **Exhibit B**.

3. **LAND USES**

The above-described property shall be used for PUD (Planned Unit Development) uses as specifically provided herein, and pursuant to City of Leesburg development codes and standards. The property may be developed in phases in conjunction with the approved Conceptual Plan shown as **Exhibit C**.

Uses

- A. Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Site Plan, **Exhibit C**. Exact location of uses shall be approved during the site construction plan approval process.
- B. Permitted uses within residential areas shall be as follows:
- 1) Detached single family residential
 - 2) Attached single family villas (maximum of two units for each villa)
 - 3) Attached single family residential (platted townhouse units)
 - 4) Multi-family residential
 - 5) Assisted living/nursing homes
 - 6) Educational facilities (classrooms)
 - 7) Emergency care facilities
 - 8) Pharmacy, physician and dental offices (minor patient family accommodations), other medical related uses.
 - 9) Temporary Sales Center Office (Model homes may be used for sales centers during the duration of the project).
- C. Permitted uses within mixed use areas shall be as follows:
- 1) Allowable uses shall include, but not be limited to, those uses as described in the C-1 (Neighborhood Commercial) Zoning District in the City of Leesburg Land Development Code (as amended) as well as the following:
 - i. All uses listed in Section 3B;
 - ii. Limited Lodging;
 - iii. Community Clubhouse and Recreation Areas;
 - iv. Sidewalk Cafes;
 - v. Boutiques, shoppes, consignment stores, and the like;
 - vi. Farmer's Markets;
 - vii. Temporary and/or Special Event Related Uses including food trucks and the like as allowed by City of Leesburg Code of Ordinances;
 - viii. Mini Self Storage Units (maximum of 5 acres);
 - ix. Recreational vehicle parking area, subject to deed restrictions and /or covenants, and shall be buffered with fencing or landscaping;
 - x. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be shown as part of the site construction plan review process. Examples of such uses are sales

office, post office, ATM or bank services, coffee shop etc.; and

xi. Other related uses may be included by written determination of the Planning & Zoning Manager.

- 2) The minimum commercial development standards shall be those of the C-1 (Neighborhood Commercial) Zoning District of the Land Development Code. Residential development shall follow residential development standards listed in this document.

D. Prohibited Uses shall be as follows:

- 1) rehab centers (including drug and alcohol)
- 2) funeral home/mortuary/crematoriums
- 3) truck stops
- 4) passenger terminals
- 5) automotive repair
- 6) light or heavy industrial uses
- 7) stockpiling (except as needed during construction activities)
- 8) all waste management for hire related services
- 9) Any other similar uses which are not considered residential or commercial in character or intensity which may adversely impact the adjoining properties due to noise, dust, etc.

E. Recreational Uses

- 1) Recreational development shall include active and passive uses and consist of a minimum of 9.5 acres at total project buildout and may include active and passive uses. Required stormwater areas and buffer areas shall not be considered recreational space. In computing usable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - i. Internal Trails (including, but not limited to, asphalt, mulch, dirt, pine needles, or similar trail materials).
 - ii. Playgrounds, basketball, tennis and hand ball courts, etc.
 - iii. Community swimming pools and included deck area
 - iv. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
 - v. Dog Parks.
 - vi. Buffer Trail adjacent to the Florida Turnpike
 - a. Prior to project build out and subject to required permitting, the Permittee shall provide a trail within the required fifty (50) foot buffer parallel to and running the length of the project's boundary adjacent to the Florida Turnpike. The Trail must comply with Florida Rails to Trails Specifications. The trail shall be a minimum of 8' wide and shall be graded and/or consist of natural or manmade unconsolidated materials in compliance with the ADA (Americans with Disabilities Act). The

Permittee shall provide a twenty-five (25) foot access easement. The Permittee and City shall execute an easement agreement, which shall address public access controls, hours of operation, maintenance of the trail by the City and indemnification of the Permittee for any liability as related to the public use of the trail, etc.

F. Impervious Area

The total impervious surface coverage of all improvements (structures and paving) within the overall site shall not exceed seventy (70%) percent. Individual phases, lots and/or parcels within the project may exceed seventy (70%) percent, but shall not exceed ninety (90%) percent impervious surface coverage.

G. Open Space

A minimum of thirty (30%) percent of the total site shall be open space, and may include retention areas, buffers and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space. Individual phases of development do not have to meet the thirty (30%) percent open space requirement.

H. Density

A maximum of 1,999 residential units at a gross density of four (4) units per acre shall be allowed for the site. The following is the proposed development program as shown on the Conceptual Site Plan and modeled in the Traffic Impact Analysis for each use:

- 1) Single Family units (Primary lots) 200 DU
- 2) Single Family (Active Adult lots) 950 DU
- 3) Multi-Family (Primary) 350 DU
- 4) Multi-Family (Active Adult) 400 DU
- 5) Assisted Living Facility 150 Beds (5 beds equals one dwelling unit in determining density)
- 6) Specialty Retail (15,000 Square Feet)

To allow for changing market conditions and demands, the Permittee may utilize the Trip Equivalency Matrix (included as **Exhibit E**) to exchange land uses, dwelling units and square footages, such that the proposed development program dwelling unit count and specialty retail square footage under some, or all, land uses may vary from that shown above. However, the use of the equivalency matrix shall not result in a total number of residential units exceeding 1,999 dwelling units.

4. **SITE ACCESS**

- A. At project build-out, access to the property shall be from a minimum total of four (4) off-site access connections to County Road 33 and County Road 48, combined, and shall comply with all regulations and permitting requirements of the City of Leesburg, Lake County Public Works, Lake-Sumter MPO, and/or the Florida Department of Transportation as applicable.

- B. Offsite road improvements, including left and right turn lanes, where warranted, will be required to be designed, permitted, and constructed for the Denham Village major roads accessing off of CR 48 and CR 33, as referenced in Section 4.A. The offsite road improvements shall be constructed by the Permittee. Any additional right of way needed for these specific improvements must be dedicated at the time of platting of that phase of development.

5. RESIDENTIAL DEVELOPMENT STANDARDS

- A. Residential Development Standards
- 1) Residential development shall include multiple residential lot offerings including, but not limited to, the Conceptual Lot Provisions included as **Exhibit C**.
 - 2) Minimum lot dimensions:
 - i. Size: detached single family – 3,025 sf
 - ii. Width: 40 feet
 - iii. Depth: 55 feet
 - 3) Setbacks for Detached Single Family:
 - i. Front: 5 feet
 - ii. Rear: 5 feet
 - iii. Side: 5 feet
 - iv. Corner side: 5 feet
 - 4) Setbacks for Attached Single Family:
 - i. Front: 5 feet
 - ii. Rear: 5 feet
 - iii. Side: 5 feet (interior lots -0)
 - iv. Corner side: 5 feet
 - 5) Setbacks for Multi-Family:
 - i. Front: 5 feet
 - ii. Rear: 5 feet
 - iii. Side: 5 feet
 - iv. Corner side: 5 feet
 - 6) Accessory structures shall have a minimum rear and side setback of 5 feet and structures that are not attached to the principal structure shall not occupy more than thirty (30%) percent of the required rear yard.
 - 7) Swimming pool screened enclosures shall maintain a minimum setback of five (5) feet from the side or rear property lines.
- B. Maximum building heights
- 1) Single family residential: 35 feet
 - 2) Multi-family residential: 50 feet
- C. Parking Requirements
- 1) For Age Restricted / Active Adult single family units, two (2) parking spaces will be provided per unit, with a minimum of one (1) parking space dedicated on each lot (including the garage).
 - 2) For Age Restricted / Active Adult multi-family units, an average of one and one-

- half (1.5) parking spaces will be provided. This may be provided as surface parking.
- 3) For Primary multi-family units, one (1) parking space will be provided for each 1-bedroom unit, and two (2) parking spaces will be provided for each unit with two (2) or more bedrooms. This may be provided as surface parking.
- D. Residential Garage(s) Design Standards
- 1) Detached and/or attached single-family homes shall have garages located with the following provisions.
 - i. Front access garages must be set back a minimum of ten (10) feet (excluding porches) from the primary building façade.
 - ii. Rear garages accessed from an alley must be setback a minimum of five (5) feet from the alley or rear access drive.
 - iii. Side entrance garages may be in line with or offset from the primary structures front setback provided the garage has front facade windows.
 - iv. Homes with covered front entrances and/or porches of a minimum fifty (50) square feet (minimum of 6 feet deep) may have front access garages setback ten (10) feet from the front porch line.
 - 2) The distance between any principal building and accessory building shall be a minimum of ten (10) feet, excluding detached garages.
 - 3) Garages accessed from a shared driveway or alley, may be attached with no required setback between connected structures.
 - 4) Garage living units where garages are located at the rear of the lot shall meet the following:
 - i. Living unit shall not exceed fifty (50%) percent of the primary residence living area or 800 square feet whichever is smaller.
 - ii. Shall not exceed two bedrooms.
 - iii. Shall be designed to accent the primary residence.
 - iv. Shall be located adjacent to a rear alley or adjacent to the rear of another garage unit on the adjacent rear lot.
 - 5) Streetscape Design Features
 - i. All residential buildings shall utilize at least three design features to provide visual relief along primary street elevations of the building. These design features may include, but are not limited to, the following:
 1. Dormers
 2. Gables
 3. Recessed entries
 4. Covered porch entries
 5. Cupolas
 6. Pillars, posts or columns
 7. Bay window (minimum 12 inch projections)
 8. Eaves (minimum 6-inch projections)
 9. Off-sets in building face or roof (minimum 16-inch trim).

10. Repetitive windows with minimum 4-inch trim.

- E. Where commercial and residential uses are adjacent, the appropriate use of architectural scale and transition shall be implemented to create a complimentary transition between uses.

6. MIXED USE DEVELOPMENT STANDARDS

See *Exhibit G. Mixed Use Development Standards*.

7. WETLANDS

- A. Should wetlands exist on the site; the following requirements shall apply: Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District, Army Corp of Engineers and the State of Florida Department of Environmental Regulation.
- B. If wetland alteration is permitted by the Department of Environmental Protection, St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from the Department of Environmental Protection, St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

8. DRAINAGE AND UTILITIES

Prior to receiving Final Development Plan Approval, the "Permittee" shall submit a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg.

9. STORMWATER

Prior to receiving final development approval, the permittee shall submit a stormwater management plan acceptable to the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the permittee shall provide:

- A. A detailed site plan that demonstrates no unpermitted direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties. Detention areas may be used for water recharge.
- B. A stormwater management system designed and permitted to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity such as a property owners association shall be required for the maintenance of the stormwater management system on the property. This entity shall be created prior to the first certificate of occupancy of any structure on the property.
- D. The 100-year flood plain and wetlands jurisdictional line shall be shown on the applicable site construction plans.
- E. A copy of the Management and Storage of Surface Waters permit obtained from St.

Johns River Water Management District.

- F. Should the Permittee desire to dedicate the proposed project's stormwater management system to the City of Leesburg; the City, at its discretion, may accept or not accept the stormwater management system. Prior to acceptance, the Permittee shall demonstrate to the City the stormwater management system is in a suitable condition and meets City of Leesburg and St. Johns River Water Management District requirements.
- G. The appropriate documentation that any flood hazard boundary will be amended in accordance with Federal Emergency Management Agency requirements, if the 100-year flood plain is altered and /or a new 100-year flood elevation is established in reference to the applicable flood insurance rate map.

10. TRANSPORTATION

- A. Off-site access improvements shall be provided as specified in Section 4.A. and shall comply with all access regulations and access permitting requirements of the City of Leesburg, Lake County Public Works, Lake/Sumter MPO and/or the Florida Department of Transportation as applicable.
- B. The Permittee shall pay a proportionate fair share for signalization at the proposed project entrance(s) when warranted by a traffic study reviewed by the City of Leesburg, Lake-Sumter MPO and Lake County Public Works.
- C. All roads within the development shall be designed and constructed to meet the City of Leesburg requirements for standard details for pavement sections.
- D. If used in the development, alternative roadway sections including swale design, asymmetrical sections, parallel parking, perpendicular parking off of the road, and standard rural sections shall be designed in accordance with the Typical Cross Sections included in **Exhibit F**. Sidewalks shall be a minimum width of four (4) feet wide. Minor variations from the sections may be approved as part of the construction plan approval process.
- E. Sidewalks may be provided on only one side of the road where a trail is proposed or exists within or near the right of way on the opposite side of the road. Trails are not required to be located within right of ways and may vary in width and construction material; and the location may meander.
- F. Should any roads within the development be private and/or gated, the City of Leesburg shall not be responsible for the maintenance or repair. For any such private or gated roadways, the Permittee shall establish an appropriate legal entity such as a homeowner's association that shall be responsible for all costs, repairs and services build and maintain all such roadways.
- G. The Permittee shall have the option to dedicate the project's internal road system and rights of way to the City of Leesburg. In that event, the roadways shall meet City of

Leesburg pavement construction standards and be consistent with the conceptual section specifications of this PUD. Prior to acceptance, the City will require bonds or other financial assurance of maintenance for a period of up to two years following final asphalt pavement.

11. LANDSCAPE PERIMETER BUFFER REQUIREMENTS

- A. Landscaping of the required buffer areas shall be as follows:
 - 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided:
 - i. Two (2) canopy trees;
 - ii. Two (2) ornamental trees;
 - iii. Thirty (30) shrubs;
 - iv. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment;
 - v. Existing vegetation in the required buffer shall be protected during construction; and
 - vi. Use of Florida native drought resistant plant materials is encouraged.
- B. Due to the location of the proposed project adjacent to the Florida's Turnpike, the Permittee shall provide a fifty (50) foot buffer easement and construct a landscape buffer within the easement adjacent to the Turnpike. Alternate buffer designs, and associated reduced required buffer easement widths, for all or a portion of the Turnpike frontage may be approved by staff if alternatives meet the intent of the required buffer section.
- C. All other perimeter buffer areas along County Road 33, County Road 48, and the north property line will have a minimum width of ten (10) feet.
- D. Variations to the landscape and buffer requirements of the code may be approved by the Planning and Zoning Manager or designee as long as the intent of the PUD and the City Code of Ordinances are maintained.

12. SIGNAGE

- A. This PUD condition hereby establishes signs that are applicable at the following:
 - 1) Main entrances may be permitted a maximum of two (2) ground or wall residential entrance or gate signs at each entrance, alternatively, one double-faced identification sign may be permitted when placed in the medians. The maximum allowable sign surface area per wall should not exceed 60 square feet.
 - 2) Main entrances may be permitted at all locations where single family, multifamily and assisted living facility tracts take access on CR 33, CR 48 and on the primary internal roadway as permitted by the jurisdictional authority over the roadway at the time of permitting.
 - 3) In addition to other commercial signage allowed by code, Commercial District signage is permitted in Area J along the Florida's Turnpike frontage.
- B. Residential signage is permitted for Area J in the same manner as other residential signage provisions herein, and such residential and commercial signage along the

Florida's Turnpike as permitted by the Turnpike Authority, Florida Department of Transportation and the City of Leesburg' Code of Ordinances.

- C. All other signs shall be in accordance with the applicable regulations of the City of Leesburg's land development code including *Article VI- Sign Regulations, Section 25-421 through Section 25-426*, City of Leesburg Code of Ordinances, as amended.

13. MISCELLANEOUS CONDITIONS

- A. The proposed project may be constructed in phases and approved individually by staff as part of the site construction plan review process.
- B. Permittee shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including off-site improvements, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. The Permittee shall have the option of providing private utilities pursuant to appropriate franchises or otherwise applicable means.
- C. If a wildlife/archaeological management plan for the site is required, a copy of the approved plan will be provided to the City of Leesburg for their record keeping.
- D. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- E. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping, and stormwater retention/drainage shall be the responsibility of the Permittee, unless dedicated to the City as provided in Sections 9.F. and 10.G. above.
- F. Construction and operation of the proposed use(s) shall at all times comply with City and other affected governmental agencies rules and regulations.
- G. The transfer of ownership or ground lease of any or all of the property described in this PUD Agreement shall include in the transfer a provision that the purchaser or ground lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- H. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be

binding upon the present owner and any successor and assigns, and shall be subject to each and every condition herein set out.

- I. In any instance where this PUD document does not address a development issue or question arising from the implementation of this development, the City of Leesburg Code of Ordinances as amended shall apply.

14. LEVELS OF SERVICE

Transportation concurrency review will be required for any future amendments that would have the effect of increasing external trip generation from the project. School concurrency shall be demonstrated at time of final plat approval or final development plan approval, and compliance with the adopted LOS standards for sewage, water supply, drainage, solid waste, parks and recreation and emergency medical facilities, will be determined at time of final development plan approval for each phase of development, or building permit approval.

EXHIBIT B

LEGAL DESCRIPTION

DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF SECTIONS 21, 22 AND 27, OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN N89°43'55" W. ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S 00°26'13" W. ALONG THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33, A DISTANCE OF 487.64 FEET; THENCE S 00°25'38" W. ALONG SAID WEST RIGHT-OF-WAY LINE 819.04 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE RUN N 43°02'13" W. 8236.49 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5679.58 FEET AND A RADIAL BEARING OF N 34°30'21" W; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 117°50' AN ARC LENGTH OF 1119.86 FEET TO THE END OF SAID CURVE; THENCE N 86°47'26" E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-48, A DISTANCE OF 771.35 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF THE AFOREMENTIONED SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S 00°17'51" W. ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 21 A DISTANCE OF 769.47 FEET; THENCE S 89°42'59" E. 681.95 FEET; THENCE W 00°17'01" E. 331.39 FEET; THENCE S 89°43'19" E. 1303.16 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF THE AFOREMENTIONED SECTION 22, TOWNSHIP 20 SOUTH, RANGE 24 EAST; THENCE S 89°43'19" E. ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF THE NW 1/4, A DISTANCE OF 621.36 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33; THENCE S 00°26'13" W. ALONG SAID WEST RIGHT-OF-WAY LINE 3643.52 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF SECTIONS 21, 22, 27, AND 28 OF TOWNSHIP 20 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, AND RUN NORTH 89°43'55" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COUNTY ROAD NO. C-33; THENCE SOUTH 00°26'13" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 487.64 FEET; THENCE SOUTH 00°25'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 819.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 00°25'38" WEST ALONG SAID WEST RIGHT OF WAY LINE OF COUNTY ROAD C-33, 1450.19 FEET; THENCE SOUTH 12°34'15" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 78.39 FEET; THENCE SOUTH 08°57'29" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 202.24 FEET; THENCE SOUTH 00°25'39" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE 424.85 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FLORIDA'S TURNPIKE; THENCE NORTH 43°02'13" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID FLORIDA'S TURNPIKE 7805.45 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD C-48; THENCE NORTH 45°00'29" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 477.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5679.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 102°10' AN ARC LENGTH OF 1035.47 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN SOUTH 43°02'13" EAST, 6236.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED TO LAKE COUNTY BY WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 1644, PAGE 642, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID PARCELS AS SURVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF SECTIONS 21, 22, 27 AND 28, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27, TOWNSHIP 20 SOUTH, RANGE 24 EAST, THENCE RUN N89°09'22" W. ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 50.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-33 (A VARIABLE WIDTH PUBLIC ROADWAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTHERLY ALONG SAID RIGHT OF WAY LINE OF COUNTY ROAD C-48; THENCE NORTH 45°00'29" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 477.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 5679.58 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHEASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 102°10' AN ARC LENGTH OF 1035.47 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN SOUTH 43°02'13" EAST, 6236.49 FEET TO THE POINT OF BEGINNING.

CONTAINS 505.98 ACRES MORE OR LESS

Lake County Alternate Key(s) 1080916

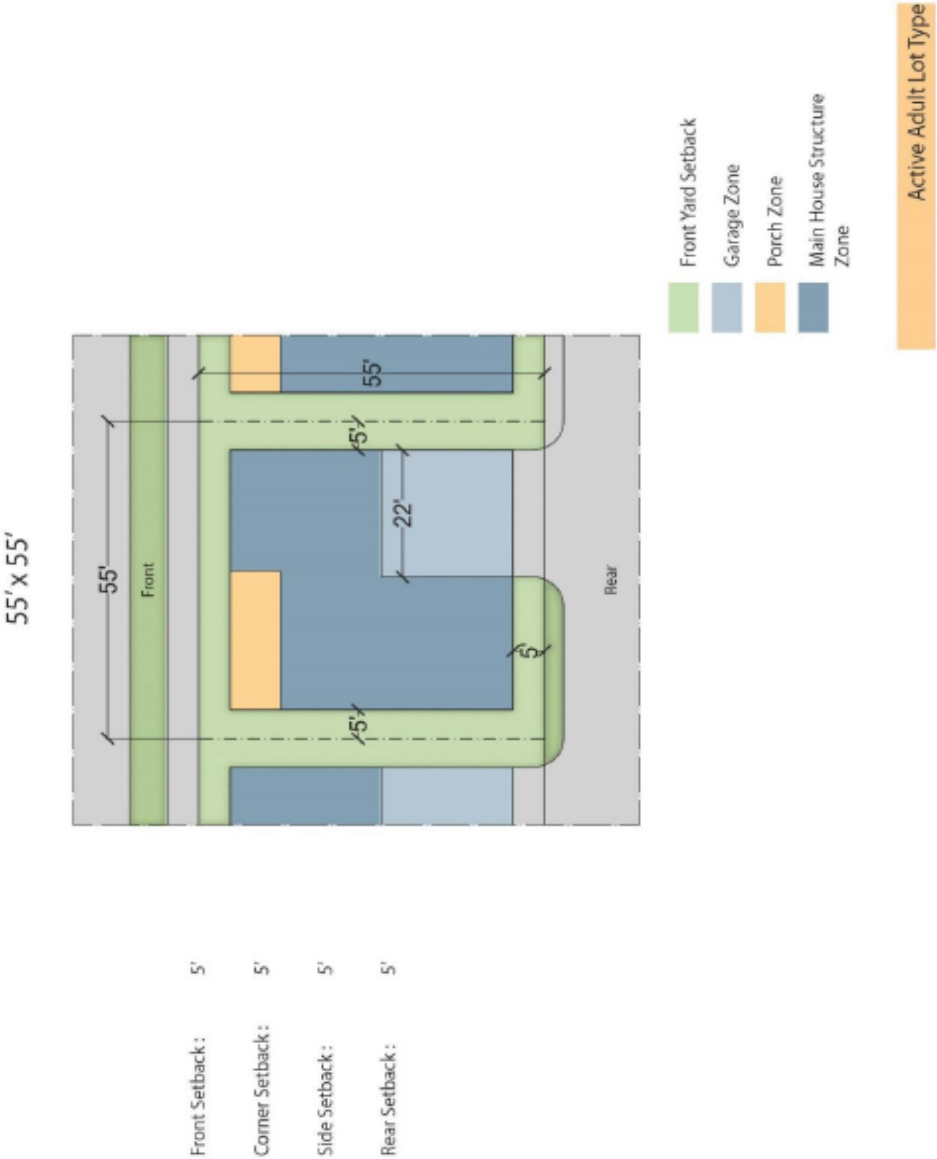
EXHIBIT C

CONCEPTUAL SITE PLAN



EXHIBIT D

CONCEPTUAL LOT PROVISIONS



55' x 55' Side Entry Garage



- Front Yard Setback
- Garage Zone
- Porch Zone
- Main House Structure Zone

Active Adult Lot Type

*Front Setback : 5'

Corner Setback : 5'

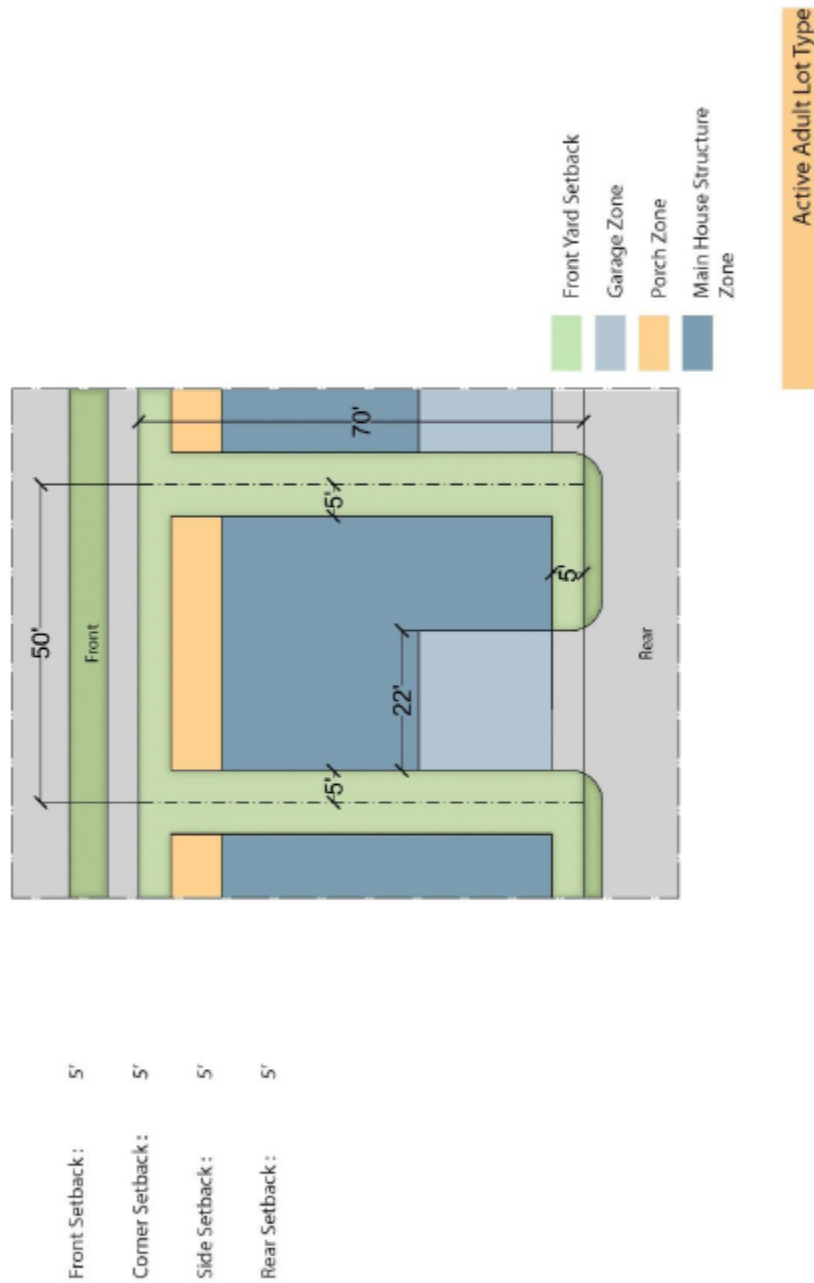
**Side Setback : 5'

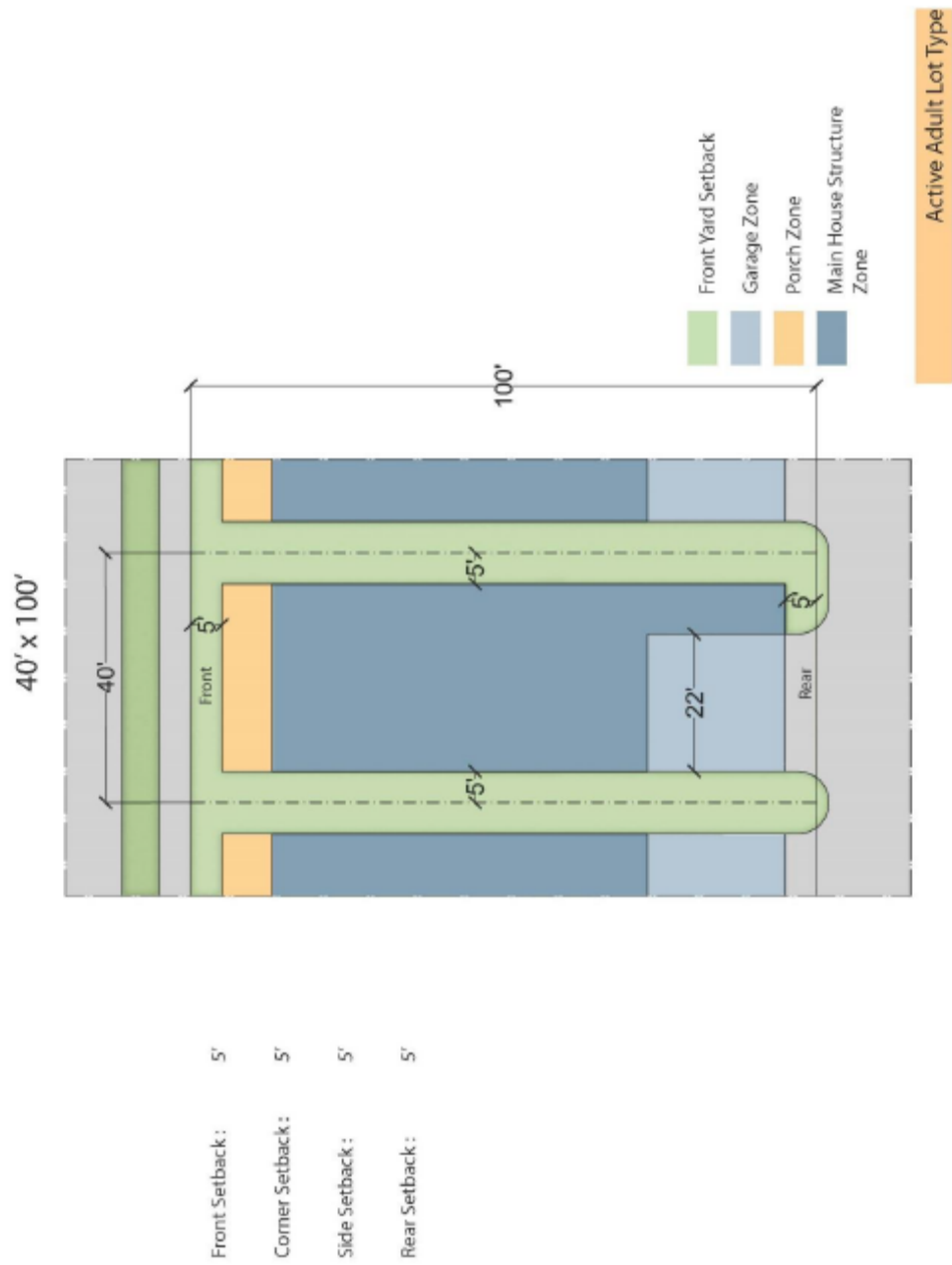
Rear Setback : 5'

*To garage side elevation

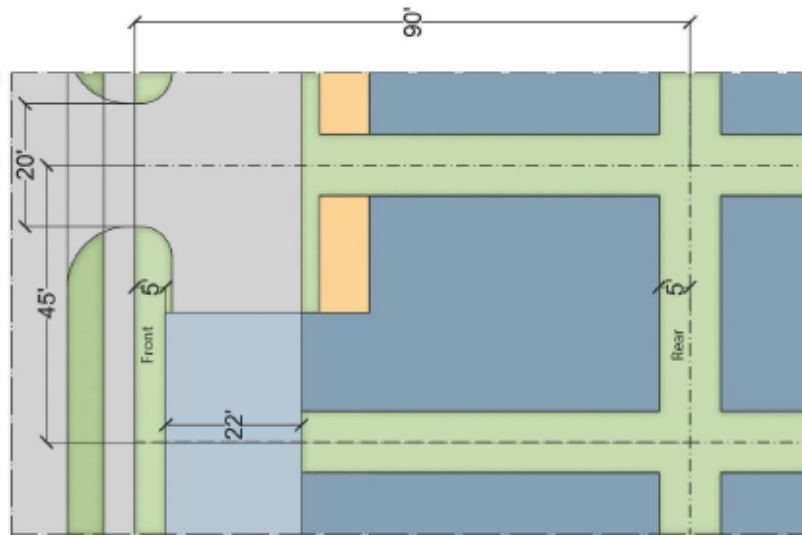
**0' at attached garage

50' x 70'





45' x 90' Side Entry Garage



- Front Yard Setback
- Garage Zone
- Porch Zone
- Main House Structure Zone

Active Adult Lot Type

- *Front Setback: 5'
- Corner Setback: 5'
- **Side Setback: 5'
- Rear Setback: 5'

*To garage side elevation

**0' at attached garage

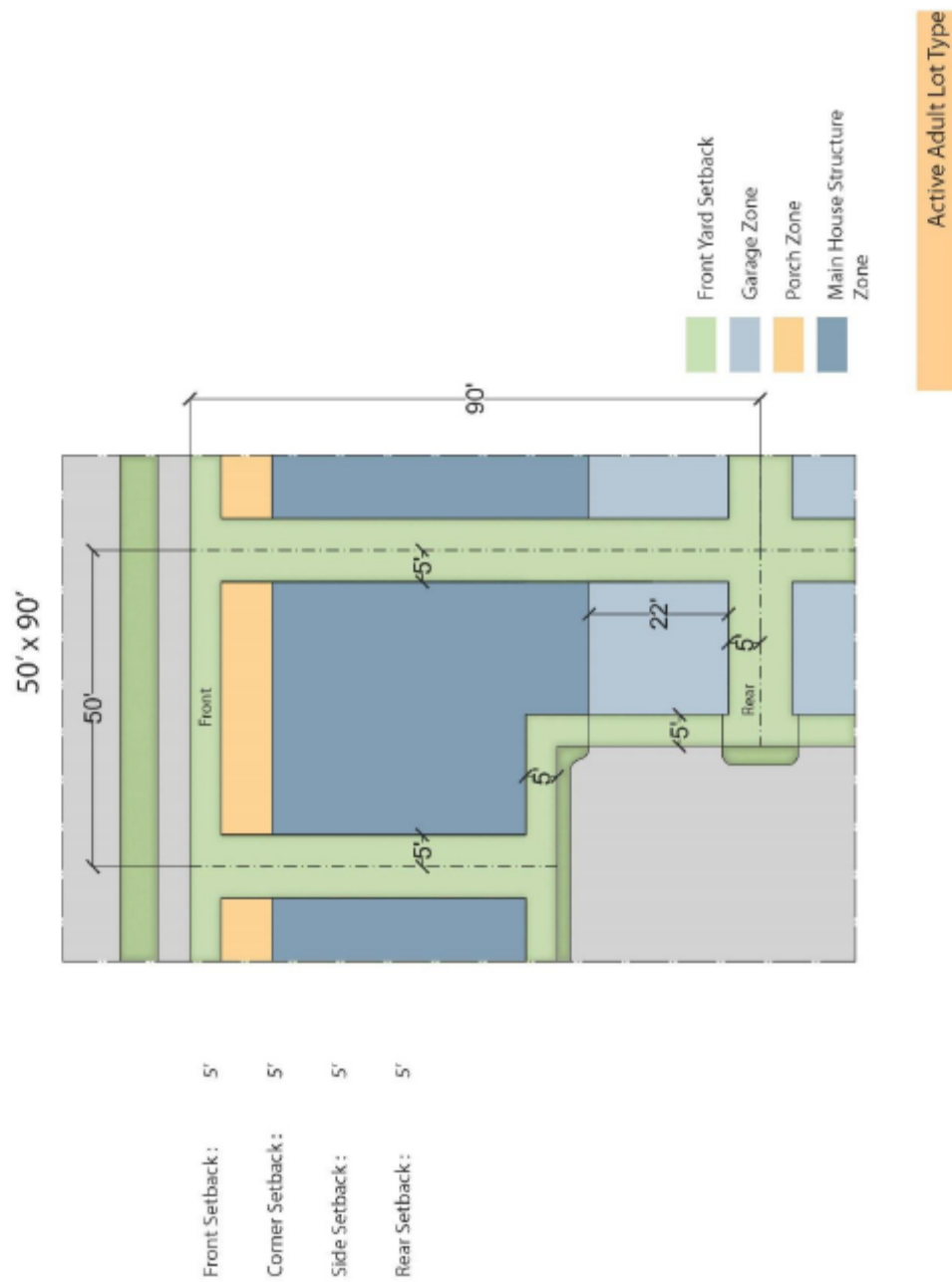


Diagram illustrating the setbacks and zones for an Active Adult Lot Type. The lot width is 50'. The setbacks are: Front Setback: 5', Corner Setback: 5', Side Setback: 0', and Rear Setback: 5'. The zones are: Front Yard Setback (light green), Garage Zone (light blue), Porch Zone (orange), and Main House Structure Zone (dark blue). The diagram shows three house units with dimensions: 44' for the front setback, 22' for the side setback, and 90' for the rear setback.

Front Setback :	5'
Corner Setback :	5'
Side Setback :	0'
Rear Setback :	5'

Corner Setback: 5'

Side Setback: 0'

Rear Setback: 5'

Front Yard Setback
Garage Zone
Porch Zone
Main House Structure Zone

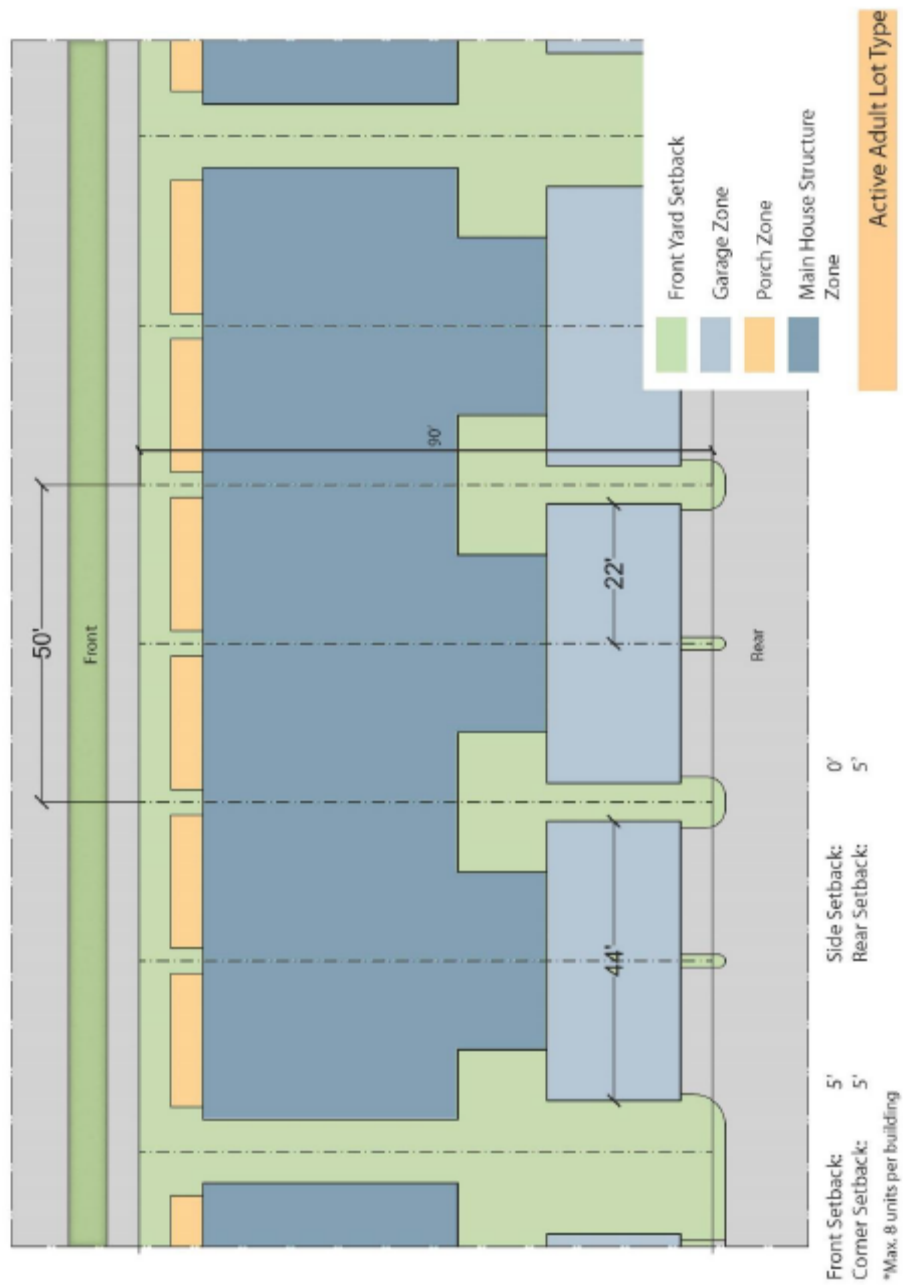
Garage Zone

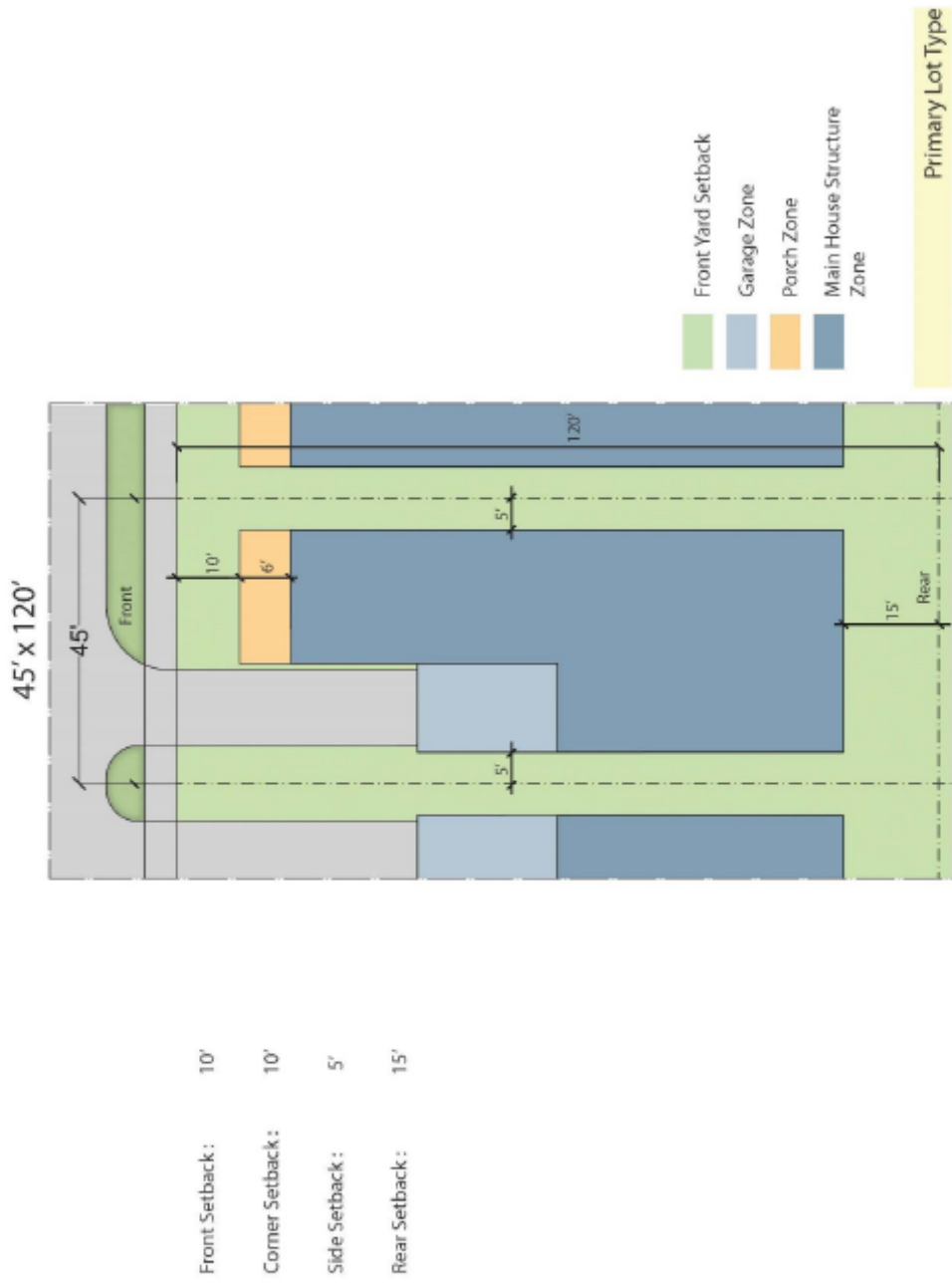
Porch Zone

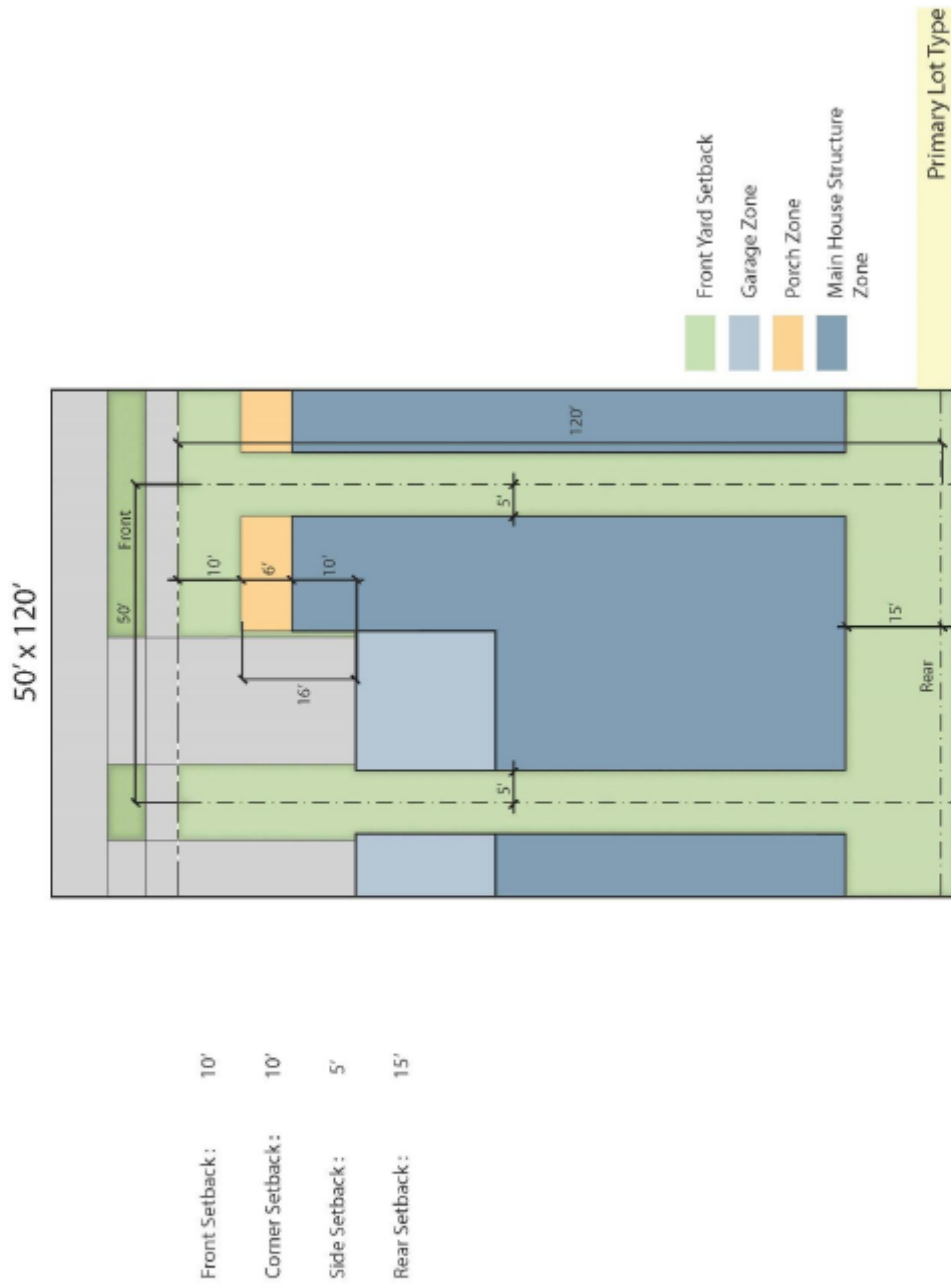
Main House Structure
Zone

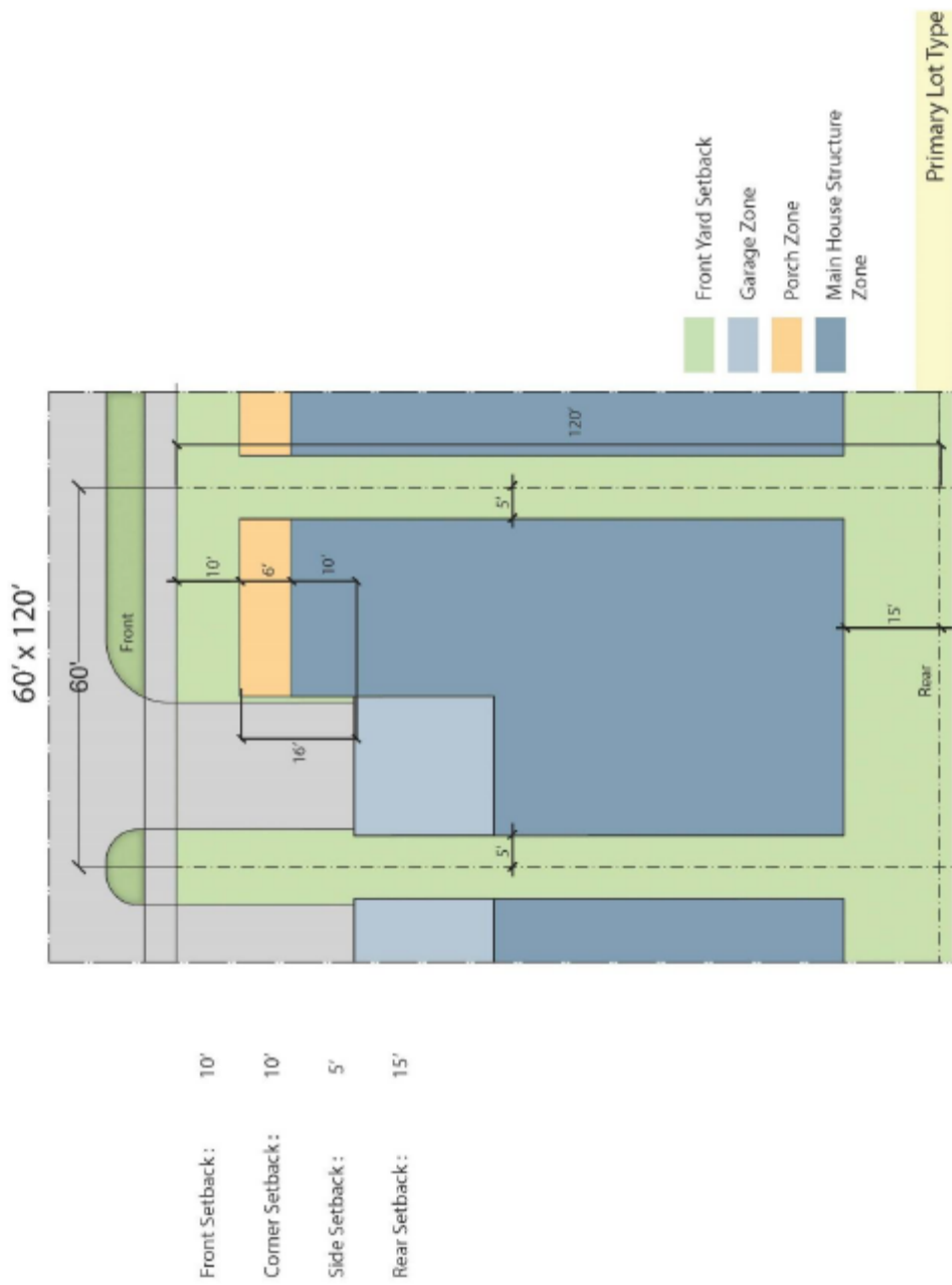
Active Adult Lot Type

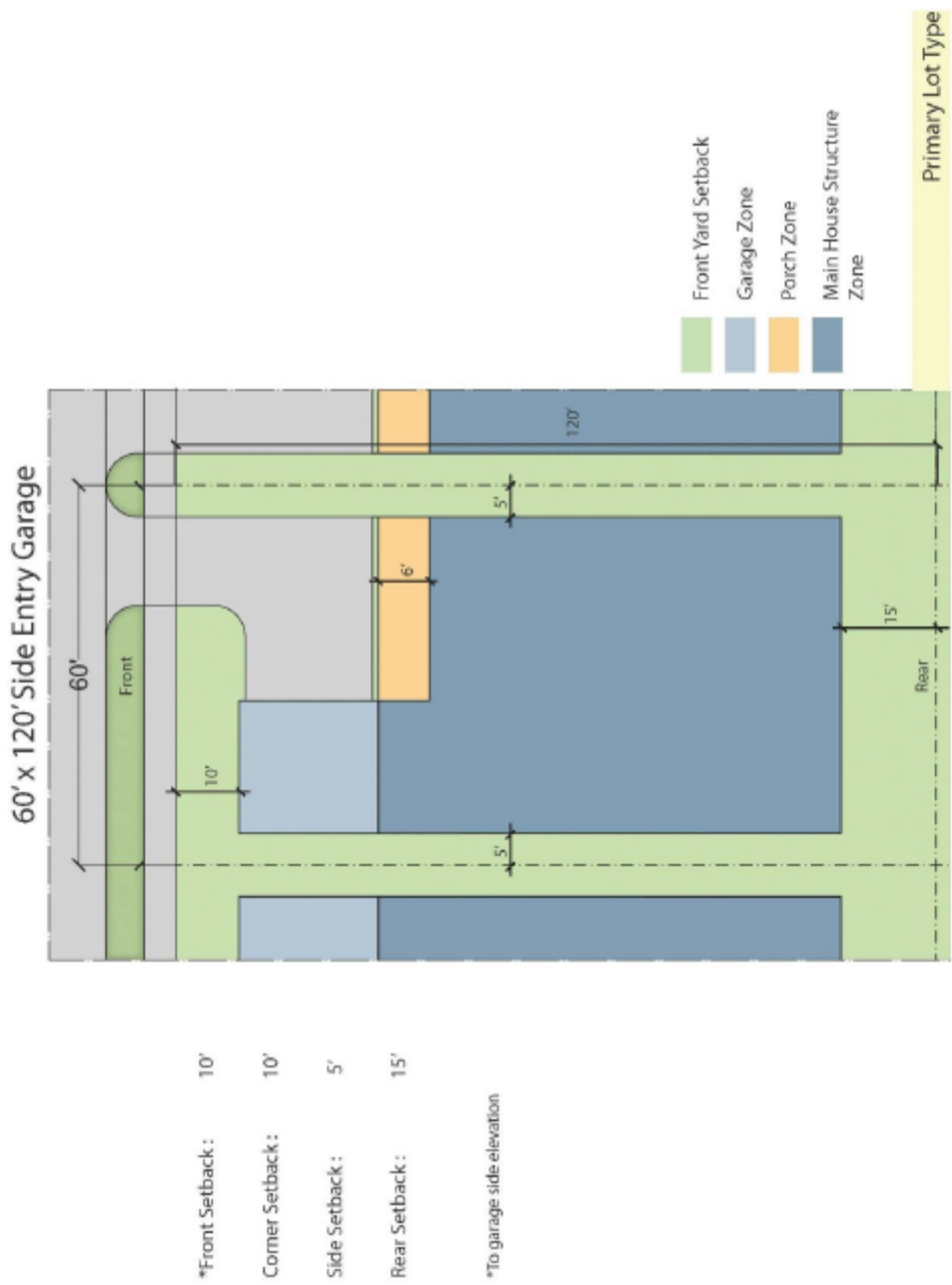
25' x 90' Townhouse



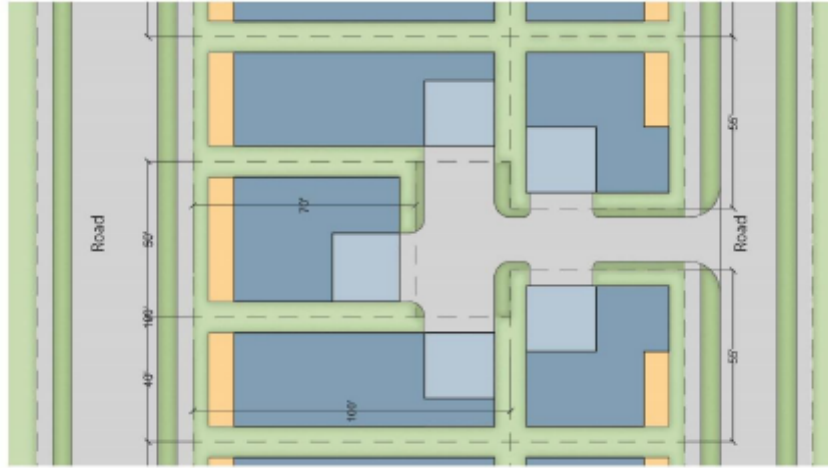








Motor Court



*Max 8 lots per Motor Court
Lots sizes may vary

- Front Yard Setback
- Garage Zone
- Porch Zone
- Main House Structure Zone

Special Lot Configuration

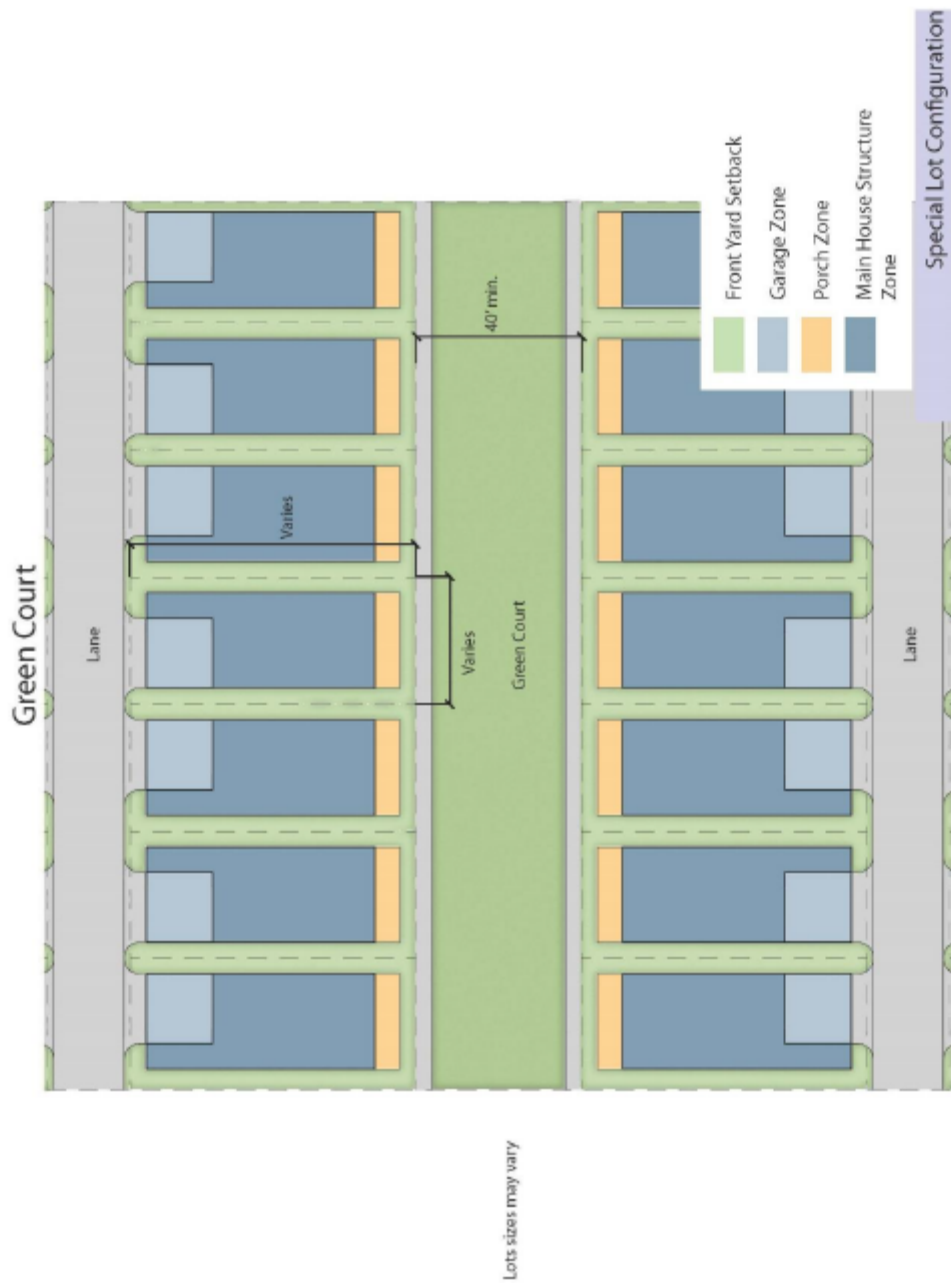


EXHIBIT E

TRIP EQUIVALENCY MATRIX

Denham Village (15-077)
Land Use/Trip Equivalency Conversion Matrix

From \ To	ITE Code	Units	PM Pk Rate	Single Family DU	Senior Adult Housing DU	Apartments DU	Age Restricted Apartments DU	Assisted Living Beds	Specialty Retail KSF
Single Family	210	DU	0.98		3.769	1.724	4.005	3.378	0.385
Senior Adult Housing	251	DU	0.26	0.285		0.457	1.063	0.897	0.102
Apartments	220	DU	0.57	0.580	2.187		2.324	1.961	0.224
Age Restricted Apartments	252	DU	0.24	0.250	0.841	0.430		0.844	0.086
Assisted Living	254	Beds	0.29	0.296	1.115	0.510	1.185		0.114
Specialty Retail	826	KSF	2.54	2.595	9.782	4.473	10.394	8.770	

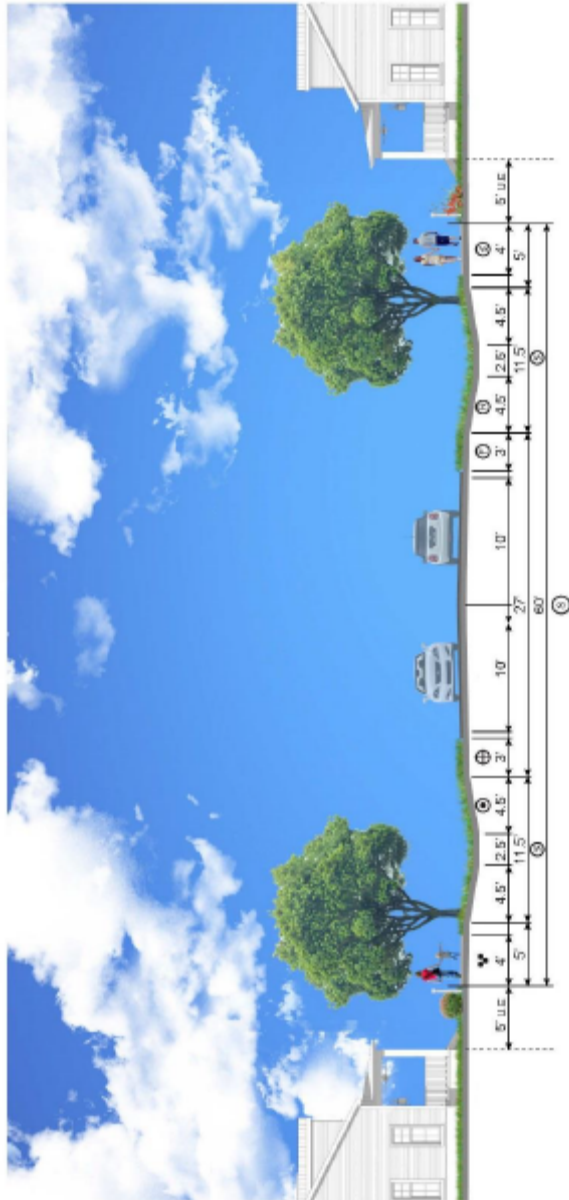
Notes:
 (a) All rates are from ITE Trip Generation Manual 9th Edition.
 (b) DU= Dwelling Unit, KSF= 1,000 Square feet.
 (c) All land use conversions are based on PM peak hour trip rates.
 Traffic & Mobility Consultants, LLC (05/05/16).

ROADWAY SECTIONS

- ☛ Communication (cable, fiber, etc)
- ☑ Natural Gas
- ☐ Storm water
- ⊕ Potable Water
- ☐ Force Main
- ☐ Reuse
- ☐ Electric Power
- ☐ Sanitary Sewer

- Friday, October 14, 2016

60' ROW: Neighborhood Typical



- ✱ Communication (cable, fiber, etc)
- ⊙ Natural Gas
- ⊙ Storm water
- ⊕ Potable Water
- ⊙ Force Main
- ⊙ Reuse
- ⊙ Electric Power
- ⊙ Sanitary Sewer

60' ROW: Neighborhood w/ Parallel Parking on One Side



- ✱ Communication (cable, fiber, etc)
- ⊙ Natural Gas
- ⊙ Storm water
- ⊕ Potable Water
- ⊙ Force Main
- ⊙ Reuse
- ⊙ Electric Power
- ⊙ Sanitary Sewer

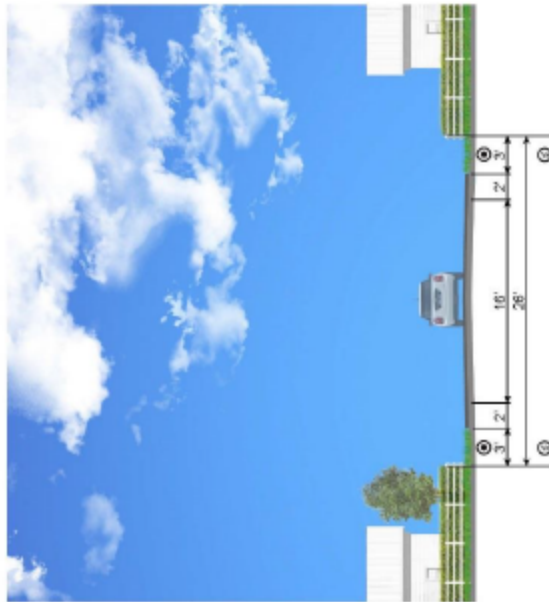
30' ROW: One-Way



*NOTE: Gas and Electric in rear lane

- ▼ Communication (cable, fiber, etc)
- ⊕ Natural Gas
- ⊖ Storm water
- ⊕ Potable Water
- ⊖ Force Main
- ⊖ Reuse
- ⊖ Electric Power
- ⊖ Sanitary Sewer

26' ROW: Lane



- ✦ Communication (cable, fiber, etc)
- ⊙ Natural Gas
- ⊙ Storm water
- ⊕ Potable Water
- ⊙ Force Main
- ⊙ Reuse
- ⊙ Electric Power
- ⊙ Sanitary Sewer

EXHIBIT G

MIXED USE DEVELOPMENT STANDARDS

A. Mixed Use Area Definition

- 1) The Mixed Use Area is intended to provide an opportunity to incorporate a variety of uses – residential, hospitality, community, recreational, commercial, entertainment, and/or civic – into a compact, efficient, and walkable center within the larger community plan. The general location of the Mixed Use Area is depicted on the Conceptual Site Plan, **Exhibit C**. Exact location of uses shall be approved during the site construction plan approval process.
- 2) The Mixed Use Area may comprise either Vertical Mixed Use, in which differing uses occur within the same building footprint, commonly varying from floor to floor with the more public uses located on lower floors and the more private uses located on upper floors, or Horizontal Mixed Use, in which various single-use buildings, or parcels, offering a range of differing land uses may occur adjacent to, or in close proximity to, one another.

B. Minimum Development Standards

- 1) The minimum development standards for the Mixed Use Area shall be those required for the C-1 (Neighborhood Commercial) district except as supplemented by these Mixed Use Development Standards and in the event of a conflict these Mixed Use Development Standards shall govern.

C. Maximum building heights

- 1) Single family residential: 35 feet
- 2) Multi-family residential: 50 feet
- 3) Mixed Use / Commercial: 50 feet

D. General Building Design Standards

- 1) These General Building Design Standards are intended to direct new construction within the Mixed Use Area toward a high quality pedestrian experience. They are not intended to be overly prescriptive nor dictate architectural style, nor are they intended to restrict expression or variety in architecture.
- 2) Within these General Building Design Standards are descriptions of the most important elements that comprise the overall building aesthetic including general criteria for building and facade compositions, as well as architectural elements such as openings, exterior walls, and other building elements. New building designs that meet the intent of these Standards shall be considered a positive contribution to the character of the Mixed Use Area.
- 3) Proposed buildings within the Mixed Use Area shall be encouraged to respect the configuration of the public realm as defined by the surrounding buildings, the location of pedestrian paths and sidewalks, the arrangement of public plazas and green spaces, and/or the orientation of surrounding streets. Building facades visible from the public

realm shall be considered “primary facades.” Primary facades shall be encouraged to face the public realm directly with the primary facade aligned with the front property line. Primary facades shall be encouraged to include key architectural elements that maintain both pedestrian scale and interest including, but not limited to, recesses for outdoor dining areas; display cases and/or public art integrated with the building design; canopies, awning, arcades, balconies and other architectural projections; and additional architectural elements and details that help create visual interest. Large featureless facade surfaces shall be discouraged in favor of incorporating traditionally sized building components, standard window sizes, standard brick and siding sizes, appropriate trim work and details. Blank walls and blind facades visible from the public realm shall be discouraged.

- 4) Buildings shall be encouraged to be placed alongside the street perimeter and oriented to maximize the street frontage, to reinforce the streetscape, and to provide additional screening for associated parking areas. Buildings that are open to the public shall have a clearly identifiable and attractive entrance for pedestrians accessible directly from a public sidewalk. Adjacent buildings shall be encouraged to share common access drives to reduce the number of curb openings, enhance the streetscape, and promote pedestrian and traffic safety.
- 5) Buildings occupying parcels with two frontages, such as on corner lots, shall treat both building walls as “primary facades.” Additional detailing and attention shall be applied to these special conditions in order to accentuate the corner, to enhance the architectural character, and to improve pedestrian and vehicular way finding.
- 6) Buildings, or portions of building frontages that terminate a specific view, shall be treated as a primary facade and shall be encouraged to adjust the level of architectural design and detailing accordingly. Equally important mid-block portions of building frontages, including, but not limited to, monumental doorways, pedestrian passages, building facades adjacent to green spaces or plazas, etc. shall be treated as “primary facades” and additional architectural treatment and detail for those landmarks shall be encouraged.
- 7) New construction within the Mixed Use Area shall be encouraged to reflect the vernacular building patterns of Florida. As such, buildings within the Mixed Use Area shall be encouraged to use a common architectural language, a similar architectural style, and/or similar design elements, exterior material palettes, and facade treatments, such as awning, canopies, balconies, arcades, etc. in their design. Common exterior wall materials may include, but not be limited to, stucco, brick, wood siding, fiber cement siding, lightweight concrete panels, and/or natural stone veneer.
- 8) Where adjacent buildings with differing uses occur, building height transitions shall be encouraged to locate taller building portions toward areas with larger scaled buildings and lower building portions toward smaller scaled buildings. Large building masses shall be sub-divided into a series of smaller building forms which provide a greater

variety of scale and proportion. Distinct facade elements, including but not limited to, separations either by recesses, changes in materials, structural elements, or sub-divided into individual facades separated by panels shall be encouraged. Buildings that maintain a consistent building plane along the building frontage shall be encouraged except to provide recessed entrances, special corner features, usable open spaces for outdoor dining, or to form mid-block pedestrian passageways.

- 9) Building façades shall be designed to maintain an appropriate human scale by articulating a design rhythm that sub-divides the massing of buildings as well as creates a lively and interesting streetscape rhythm. This rhythm should be comprised of a series of patterns, from the number and spacing of architectural “bays”, the number and spacing of floor levels, the disposition of openings and architectural details, and the arrangement and palette of materials and can be further reinforced by changing materials, adding façade reveals or altering building setbacks, changing rooflines and features for specific façade portions, or by using design elements such as column or pilasters which establish a legible vertical and horizontal arrangement of the various building elements comprising the façade. Wider building facades shall be sub-divided into repeated sections, or “bays,” traditionally ranging from 15 to 30 feet in width on the ground floor, with similar façade compositions ranging from a minimum of one bay to no more than 5 bay widths in length.
- 10) Building facades shall be sub-divided vertically into three distinct components: the Base, the Body, and the Cap. The height of these various elements shall be encouraged to create a general consistency from building to building along the entire streetscape. Dramatic changes in building heights shall be discouraged. Aligning horizontal elements, including but not limited to building cornices, sill heights, floor levels, decorative moldings, window placement, etc. within each building composition shall be encouraged. The Base of the building shall be designed to clearly define the public realm and effectively engage pedestrians. The Body of the building comprises the majority of the building elevation and mainly defines its structural composition. The Body consists of the area of the façade from the Base to the Cap. The Cap of the building encompasses either the top story of a building and roof, or the area above the eave or before the parapet line depending upon the height or number of stories of the building. The Cap clearly terminates the Body of the building. The transition between these vertical sub-divisions may be expressed either horizontally with accents or architectural details or vertically through a change in building materials.
- 11) Window and door openings shall be square or vertical in proportion, and any other divisions of openings shall occur as a system of squares or vertically proportioned rectangles. Grouped or “ganged” windows shall be treated as a single opening, unless they are separated by a divider. Window and door openings that are vertically aligned and that are stacked above other openings within the façade shall be encouraged. Shading devices over doors and windows are permitted to be cantilevered and made of any architectural grade material, but shall be fully functional rather than simply decorative. All arcade openings shall be vertical in proportion.

- 12) Design distinction between upper and lower floors shall be maintained by developing the ground level facade as primarily transparent and inviting to the public. Commercial uses, such as retail, shall be more transparent than smaller office or residential uses. Upper floors that employ a different ratio of solid area versus opening area and that are differentiated from the more transparent ground floor by having more solid area than void area shall be encouraged.
- 13) Maintaining a “storefront” character in the Mixed Use Area through the use of storefront windows, typically consisting of glass set in wood, clad wood, or metal frames that creates a highly inviting and transparent street level façade shall be encouraged. Colored, mirrored glazing, opaque glazing, and/or glass block shall be discouraged. All street-facing, park-facing, and/or plaza-facing building facades shall have windows covering a minimum of 40% and a maximum of 80% of the ground floor along the building’s linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels. Window signs shall not exceed 20% of the total glass area of the window in which they are placed, and shall not obstruct the visibility of store clerks from view of law enforcement personnel.
- 14) Other design variations, which meet the intent of this section may be approved by the Planning and Zoning Manager

E. General Landscape Design Standards

- 1) The overall landscape design for the Mixed Use Area shall be encouraged to enhance the overall appeal and economic viability of the area by adhering to the following standards:
 - a. Create a hierarchy of open spaces that offer a broad diversity of experiences and activities.
 - b. Develop a coherent and easily linked network of pedestrian pathways.
 - c. Reinforce the perception of safety with adequate lighting and planting that does not create hidden areas along walkways and park spaces.
 - d. Provide clear way-finding solutions for pedestrians with appropriate signage, lighting, and planting schemes.
 - e. Respect and enhance existing land forms and natural systems, including existing native vegetation, waterways, and neighboring landscape patterns.
 - f. Respond to the immediate surroundings with landscape plans for individual parcels and buildings that are designed to be consistent within the greater context of the entire Mixed Use Area and its corresponding streetscapes, pocket parks, and open spaces.
- 2) Landscape designs for each parcel within the Mixed Use Area shall comply with the following basic parameters:
 - a. Be appropriate in scale and design of each associated building.
 - b. Provide special attention to the primary entry.

- c. Parcels with street frontage shall include provisions for landscape design to extend to the adjacent streetscape as needed.
 - d. Foundation planting and landscape treatments around the building perimeter shall be encouraged to create a graceful transition from vertical to horizontal planes and continue the design of the adjacent streetscape.
 - e. The landscape areas designated along the streetscape and adjacent to the buildings shall be landscaped completely with trees, shrubs, groundcovers and/or annuals.
 - f. Planting flowering trees between buildings to enhance the views from inside the building to the outside shall be encouraged.
 - g. Landscape treatment of the building rear yards and service areas shall focus on clearly defining the building access and pedestrian pathways. Service areas external to the building envelope shall be landscaped and screened from public view.
- 3) Streetscape design within the Mixed Use Area shall comply with the following basic parameters:
- a. Shade and/or flowering trees shall be incorporated into the landscape design along the street and wherever areas will appropriately allow space for these elements.
 - b. Small sitting areas, pocket parks, and green spaces shall be encouraged and incorporated where possible. Open spaces, such as plazas and pocket parks, shall be appropriately landscaped and, where space allows, provided with sitting areas and other amenities such as water features for pedestrian enjoyment. The use of shade trees along the edges of open spaces and flowering trees planted at the entrances into open spaces shall be encouraged.
 - c. Plantings shall not be located too closely to walkways where hiding places might result.
 - d. Shrubs and groundcovers around the base of the street trees and in pots and planters to provide accent and seasonal color shall be encouraged.
 - e. Street trees that provide for an evenly distributed canopy the parcel and its surrounding edges, and that are coordinated with the overall pedestrian circulation system, shall be encouraged.
 - f. The inclusion of fragrance, color, and water as devices to enhance the pedestrian environment shall be encouraged.
- 4) Landscape plans shall be encouraged to incorporate the following principles and practices of Florida-Friendly Landscaping:
- a. Cooperate with pre-existing natural conditions.
 - b. Conserve water and energy — both indoors and out.
 - c. Landscape with native and suitable non-native trees, shrubs and groundcovers that will require minimal maintenance when planted under appropriate conditions.
 - d. Use pesticides only when necessary and according to label instructions and choose least-toxic products.
- 5) Where landscape buffer areas exist, landscaping may be combined with decorative walls and/or fences to provide an effective visual screen. The landscaping may consist

of a combination of trees and shrub and groundcover beds of varying heights, seasonal color and texture. Adjacent to vehicular use areas, landscape buffers shall be provided to screen direct views, typically consisting of shade trees and understory trees, shrub beds, decorative fences, and/or walls. The tallest shrubs shall be typically maintained at a minimum height of 3 feet, unless otherwise prescribed.

- 6) The majority of off-street parking lots shall require both perimeter and interior landscaping. Interior planting islands shall be provided between, at the ends, and within rows of parking spaces and shall be planted with canopy shade trees in sufficient quantity to provide an effective shade canopy over much of the parking area. A minimum of one planting island shall be included for every twelve cars in a row and shall be at least nine feet wide. Landscape aisles and strips shall include medium to large trees spaced no more than 50 feet apart. When applicable, landscape strips between parking rows shall be a minimum of ten feet in width. If incorporating pedestrian walkways, landscape strips between parking rows shall be a minimum of twenty feet in width. Planting islands with low evergreen shrubs that reduce the need for lawn maintenance and provide more visual interest shall be encouraged. Access drives into parking areas shall be landscaped and compliment the design of landscaping in adjoining buffer areas. Landscape treatment of entry areas shall be designed to allow safe viewing distances for vehicular and pedestrian traffic. Additional shade trees and shrubs shall be provided around the perimeter of the parking lot. Shade trees with a high clear trunk, broad canopy, and tolerance to urban soil conditions shall be encouraged. Any part of a parking area not utilized by automobiles or pedestrian walkways shall be landscaped with grass, shrubbery, trees, and may include other organic materials such as water and aggregate. All areas between the street curb and right-of-way where the public right-of-way abuts a parcel shall be landscaped.
- 7) Screen walls and/or hedges shall be designed to hide the appearance of parking lots, equipment, and service areas from the public realm, as well as to maintain consistency with the rest of the Mixed Use Area. Screen walls constructed of brick, stone, or a similarly durable material and built in accordance with local building traditions shall be encouraged. Screen walls shall be a minimum of three feet in height, measured from the grade on the public side of the wall, and shall be planted with vines to soften their appearance. Hedges shall be pruned to a maximum of six feet in height and planted no less than three feet tall at installation. Hedges that have minimal spacing between individual plants to maximize their effectiveness shall be encouraged and may be used in replacement of, or in addition to, screen walls to hide unsightly areas from the street.
- 8) Fencing that separates adjacent site areas or provide additional screening shall be constructed of wood, or wood equivalent, picket fencing, wrought iron, steel, or aluminum. Wooden privacy fences, fences with barbed wire, and chain-link fences shall be prohibited. Open picket construction that does not exceed a height of 42" shall be encouraged. Fencing that incorporates shrub and vine buffer plantings shall be encouraged, provided that such plants are maintained at permissible heights.

F. General Pedestrian and Vehicular Design Standards

- 1) The Mixed Use Area shall be designed to integrate the needs of automobiles seamlessly with the needs of pedestrians. Good circulation patterns, for both pedestrians and automobiles, are most effective by separating vehicular traffic from pedestrian traffic, by creating safe intersections and crossing points, by incorporating appropriately scaled street tree plantings and lighting, and by installing site amenities such as benches, litter receptacles, and bike racks at strategic points throughout the project. By designing a well-connected street system with detailed street designs that incorporate adequate pedestrian pathways and clear directional signage, navigating through the Mixed Use Area shall be made much simpler and safer.
- 2) The design of the overall site of the Mixed Use Area shall be encouraged to accommodate both pedestrian and vehicular access to a wide variety of on-site resources, including but not limited to, public open spaces, recreation areas, plazas and courtyards, sidewalks and pedestrian pathways, and shall be accessible from all buildings and connected by a comprehensive circulation system.
- 3) Site access shall be located at strategically selected points to enhance the experience of visiting the Mixed Use Area. Enhancements that create framed views or repetitive landscape features along the access route, provide anticipation and drama, create a sense of arrival at the entry points to the Mixed Use Area, and provide adequate wayfinding for alternative means of travel including pedestrians, bicycles, golf carts, and automobiles shall be encouraged. Access shall be provided for multiple purposes, including visitors, maintenance, security, and emergency vehicles. If necessary, secondary access points shall also be provided to permit emergency entry and evacuation in the event of a natural disaster. Clearly defined ingress and egress to buildings and associated parking areas, for both vehicular and pedestrian circulation, shall be encouraged.
- 4) Roads within the Mixed Use Area shall be designed for low design speeds and narrow pavement widths to maximize safety and minimize cut-and-fill disturbance. Tight curb radii with curb extensions at intersections shall be encouraged to provide additional traffic calming. The roadway network shall be designed to help minimize congestion on streets, reduce visibility of service and delivery activities, facilitate smooth traffic flow, and reduce traffic hazards.
- 5) The location of walks and streets shall be designed to separate pedestrian and vehicular traffic and minimize dangers at inevitable point of conflict, such as intersections, crosswalks, and parking areas. Adequate lighting, ample signage, and easily understood wayfinding that helps maintain pedestrian safety by protecting visitors from natural and man-made hazards shall be encouraged.
- 6) Paseos are pedestrian passageways that improve connectivity throughout the pedestrian network. Typically, paseos provide connections between buildings, sidewalks, and parking areas by allowing pedestrians access from parking areas located

behind buildings to spill onto the street, enabling buildings to place their primary entrance on the street and enliven the streetscape as a result. Paseos can also expand commercial opportunities by allowing side entrances to commercial spaces, and by providing additional outdoor space for restaurants and cafes. The following general criteria shall be followed in the design of pedestrian paseos:

- a. Paseos shall have visibility from one end to the other and shall be wide enough to feel comfortable for pedestrian users, with a minimum of 15 feet between building facades.
- b. Buildings along the paseo shall have windows and/or side entrances to provide a higher level of visibility. Architectural detailing of the paseo shall add interest with lighting, planting and site furnishings incorporated into paseo designs.
- c. Paseo entrances shall be designed to provide a sense of welcome at both ends of the paseo, providing visual cues for pedestrians of their location and their purpose.

G. General Parking Design Standards

- 1) Parking, in the forms of both on and off-street parking, shall be spread across the Mixed Use Area and located to minimize streetscape disruption and maximize accessibility. Shared parking between neighboring uses shall be encouraged. On-street parking, either parallel parking or angled parking, shall complement off-street parking at key destinations to help calm traffic and create a more pedestrian friendly streetscape. Off-street parking areas, shared between multiple uses, shall be encouraged. Larger parking areas combined with smaller, isolated, off-street lots that create pockets of convenient parking shall be encouraged. Surface lots that are screened by buildings, landscaping, and/or architectural features shall be encouraged. Shared parking between neighboring uses shall be encouraged.
- 2) On-street parking along streets that provide additional “teaser” parking at the doorway of business establishments shall be encouraged. The bulk of parking associated with the various uses shall be encouraged to be placed in “off-street” locations to the rear of building parcels, well screened from view from public streets and open spaces.
- 3) All off-street parking lots shall have clearly defined, and limited, access from streets and roadways. Ingress and egress to all commercial parking areas shall not exceed 35 feet in width, or less than 20 feet in width for two-way approaches. All parking lots and drives shall have curbs, approach aprons and adequate drainage facilities. Large, off-street parking lots containing more than 100 parking spaces shall be encouraged to be divided into smaller parking fields of 50 to 75 cars using landscape strips, peninsulas, or grade separations to reduce the visual impact and to provide a location for pedestrian walks.
- 4) Surface parking, defined as an open field of parking all at grade level, may have both diagonal one bay parking bays and/or two-way 90-degree typical parking bays depending on adjacent building use and block structure. Parking areas organized into a series of small bays delineated by landscape islands shall be encouraged. No more than 12 contiguous parking spaces shall be allowed. Landscape islands shall have a

minimum width of 9 feet and shade trees planted in the landscape island shall be encouraged. Landscaped islands shall be placed at intervals between parking spaces, typically with a tree planted between every 10 to 12 parking spaces. Driveways between parking islands shall be no more than 24 feet wide. Parking lots that separate pedestrians from vehicles and include protected pedestrian walkways within parking areas which lead to business entrances shall be encouraged.

- 5) Adequate off-street parking for all residents, commercial, and retail employees, the handicapped, visitors, customers and service vehicles shall be provided. Off-street parking and designated surface parking areas shall be located entirely on the same property as its associated use unless part of a shared parking scheme that allows multiple owners/tenants to use nearby and/or adjacent parking areas to satisfy necessary minimum requirements. Parking spaces shall not be used for permanent or temporary storage of trucks, trailers, buses or other such equipment.
- 6) All parking areas and drives shall be ready for use upon occupancy of a building and shall be surfaced with a permanent concrete paving or an approved alternative paving surface material. All parking stalls shall be striped, maintained, and specifically used for the related purpose as identified on the plans. Areas designated for parking shall not be used for display of vehicles for sale, lease, rental, and the like.

H. General Service, Loading, and Screening Design Standards

- 1) Proper sizing and location of service and loading areas combined with an architectural approach to the design of the facilities to ensure both proper operation and aesthetic sensibility in relation to their surroundings shall be encouraged. The constraints of mixed use area settings require an efficient use of space thereby necessitating both the sharing of facilities and the use of service areas in various locations. Businesses shall be encouraged to consolidate and share refuse areas, equipment, loading zones, and other service areas.
- 2) Loading docks, solid waste facilities, recycling facilities and other service elements shall be placed to the rear or side yard of the building in unobtrusive locations with minimum impacts on views. Loading areas fronting any streets, or visible from public right-of-ways shall be discouraged.
- 3) Ingress and egress to all service areas shall not exceed 35 feet in width, or be less than 20 feet for emergency clearance. Rear entrances to businesses from parking areas or alleys shall be separated from loading and trash collection areas wherever possible and screened from view. The parking of maintenance or similar equipment on a regular basis shall be allowed if adequate screening is provided.
- 4) No outside storage of materials, supplies or equipment shall generally be permitted except during construction and for brief, temporary, non-periodic intervals. Where outside storage is essential, appropriate screening must be designed.

- 5) Refuse containers and facilities shall be hidden by a wall or fence with a minimum height of six feet to screen the bin. Walls and fences shall be constructed to match the architectural detail of the principal structure and contain a securable gate to minimize blowing refuse. Trash containers serving non-residential uses shall not be located abutting any residential property, if applicable.
- 6) Screening shall be required for roof-mounted equipment, trash receptacles and collection areas, trash storage areas, loading and unloading areas, services areas and service bays, electrical boxes, street level mechanical equipment, telecommunications equipment, and other similar equipment and structures. Mechanical units and roof equipment shall be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-ways and/or adjacent properties. Screening shall be achieved through the use of walls, fences and/or landscaping. Specific screening needs shall dictate the required materials and level of screening. The following service area elements shall require screening:
 - a. Parking areas
 - b. Lift stations
 - c. Ground mounted utility meters and transformers
 - d. Back flow preventers
 - e. Solid waste collectors
 - f. Ground mounted air conditioning units
 - g. Generators
 - h. Temporary trailers and sales centers, excluding construction trailers
 - i. Loading docks/areas
 - j. Outdoor storage areas



**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: September 14, 2016
OWNER: Walton Acquisitions FL, LLC
PETITIONER: Walton Acquisitions FL, LLC
PROJECT: PUD (Planned Unit Development)
REQUEST: To allow for uses that more accurately reflect development trends, innovative design and flexible development standards.
CASE NO.: PUD-16-84 Denham Village (f.k.a.: Drew Meadows)

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comment received as of Wednesday, September 14, 2016.

FIRE

No comment received as of Wednesday, September 14, 2016.

ELECTRIC

Project is not in Electric Department's territory; Steve Davis, Electric Services Planning Supervisor, 9/12/2016.

WATER

No comment received as of Wednesday, September 14, 2016.

WATER DISTRIBUTION

No comment received as of Wednesday, September 14, 2016.

WATER BACKFLOW

No comment received as of Wednesday, September 14, 2016.

STORMWATER

No comment received as of Wednesday, September 14, 2016.

WASTEWATER

No comment received as of Wednesday, September 14, 2016.

DEPARTMENTAL REVIEW SUMMARY

Walton Acquisitions/Denham Village – PUD-16-84

GAS

No comment received as of Wednesday, September 14, 2016.

GIS

No comment received as of Wednesday, September 14, 2016.

BUILDING

No comment received as of Wednesday, September 14, 2016.

ENGINEERING/PUBLIC WORKS/SURVEY

No comment received as of Wednesday, September 14, 2016.

ADDRESSING

No comment received as of Wednesday, September 14, 2016.

ECONOMIC DEVELOPMENT

No comment received as of Wednesday, September 14, 2016.

COMMUNICATIONS UTILITY

No comment received as of Wednesday, September 14, 2016; Jim Lemberg, 7/7/2016.

LAKE COUNTY SCHOOLS

Thank you for the opportunity to review the above referenced residential project information. Our records indicate that a project known as Triangle Lakes was reviewed in 2004 and represents a portion of this project (Denham Village) acreage. The proposed development program at that time was 948 dwelling units. A subsequent review was performed in May 2005 for a proposed development program consisting of 912 single family units. The ordinance you forwarded states a maximum of 1,999 dwelling units permitted. The gross acreage of Triangle Lakes was listed as 234 acres. The acreage of Denham Village is 506 acres. The project information you provided indicates increased acreage and a revised development program (number of units permitted and housing types). Additionally, the initial review was performed over 10 years ago.

Therefore, the ***proposed Denham Village project is now subject to school capacity review.*** An Adequate Public Facilities analysis is required at this time.

I have attached the school concurrency application. Please refer the applicant to the School District for assistance with the application process.

If you should have questions or require additional information, please do not hesitate to contact me.

Thanks, Helen LaValley, Growth Planning Dept.

DEPARTMENTAL REVIEW SUMMARY

Walton Acquisitions/Denham Village – PUD-16-84

LAKE COUNTY PUBLIC WORKS DEPARTMENT

Lake County has the following conditions for this development –

1. The city is strongly encouraged to require the following to accommodate the existing road and drainage as well as the turn lane improvements: Additional right-of-way will be required to be dedicated for both CR 48 and CR 33. The required distance should be a minimum of 60 ft from existing centerline of roadway and dedicated at the first phase of development to Lake County.
2. The access management for the development roads off of CR 48 and CR 33 shall be in accordance with the Lake County Comprehensive Plan and Land Development Regulations, as amended.
3. Offsite road improvements, including left and right turn lanes, will be required to be designed, permitted, and constructed for each of the Denham Village roads accessing off of CR 48 and CR 33. The offsite road improvements shall be constructed by the developer.

Informational/Questions-

4. Will the city require trails or sidewalks along CR 48 and CR 33?
5. The existing culverts/drainage for both CR 48 and CR 33 will need to be accommodated with the master site drainage.
6. Developer will need to study the intersection of CR 33 and CR 48 to see if increase in traffic will warrant a traffic signal. City may want to consider requiring this development to contribute to a future signal construction cost.

Thanks,

Seth Lynch, Lake County Public Works Department, Engineering Division - Design/Development Section

Office: 350 N Sinclair Av, Tavares, FL 32778

Mail: P.O. Box 7800, Tavares, FL 32778

(352) 253-9052

slynch@lakecountyfl.gov

http://www.lakecountyfl.gov/departments/public_works/engineering/

PUBLIC RESPONSES

Approval:

No comment received as of Wednesday, September 14, 2016.

Disapproval:

Hello,

Project - Denham Village (Drew Meadows)

Case # PUD-16-84

I received your letter Monday 7/11/16 saying you must have answer in mail by 7/15/16. I will mail Wednesday 7/13/16 but I am emailing too in case not make in time.

I do NOT approve or disapprove yet. I am UNSURE, and have questions.

1. My concern is my easement is connected to this property. I do NOT want it as a main entrance and exit for the subdivision. I also do NOT want the easement to go thru from 33 to 48 for traffic. I have been here 16 years and I am only place back here with horses and dogs. TLC Barrel Horse Training.

DEPARTMENTAL REVIEW SUMMARY

Walton Acquisitions/Denham Village – PUD-16-84

2. I want a 8 foot wood type privacy fence put up before, during and after construction of this project, paid for by them!

My address is listed below. I plan to attend the meeting and will have questions. Please answer here or at meeting.

Thank you and God Bless,

Tina Spangler

352-516-9362

26645 County Road 33

Groveland, FL 34736

www.tlcbarelhorsetraining.com

One comment regarding access point – disapproval based on the location of the access point.

General Comments:

No comment received as of Wednesday, September 14, 2016.

**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: October 12, 2016
OWNER: Walton Acquisitions FL, LLC
PETITIONER: Walton Acquisitions FL, LLC
PROJECT: Denham Village (f.k.a.: Drew Meadows)
REQUEST: PUD (Planned Unit Development)
CASE NO.: PUD-16-84

GENERAL LOCATION: The property is generally located southeast of County Road 48, west of County Road 33 and northeasterly of Florida's Turnpike.

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North – City Neighborhood Mixed Use; Lake County Urban Low Density
South – City Estate Residential & Neighborhood Mixed Use; Lake County Agriculture
East – City Neighborhood Mixed Use & Industrial; Lake County Industrial & Urban Low Density
West – City Industrial/Technical Commercial Park & SP Mixed Use

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

EXISTING ZONING DESIGNATION: PUD (Residential Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North – City PUD; Lake County Agriculture & R-1 (Rural Residential)
South – City PUD; Lake County Agriculture
East – City PUD; City M-1 (Industrial); Lake County PUD
West – City PUD; Lake County Agriculture

PROPOSED ZONING DESIGNATION: PUD (Mixed Use Planned Unit Development)

EXISTING LAND USE: Undeveloped / vacant acreage

SURROUNDING LAND USE:

North – County Road 48 R-O-W; Single family residential
South – Florida's Turnpike R-O-W; Improved & Vacant Residential; Agriculture
East – Timber/Industrial/Warehousing/Crop Land
West – City of Leesburg Public/Open Space

PROPOSED LAND USE: Mixed use, phased residential and commercial development.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: October 20, 2016
OWNER: Walton Acquisitions, FL, LLC
PETITIONER Mark E. Jacobson, P.E. Walton Development and Acquisitions, FL LLC (Agent)
PROJECT: Denham Village PUD
REQUEST: Planned Unit Development
CASE NO.: PUD-16-84

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed zoning is compatible with adjacent properties zoned Lake County A (Agricultural) and City PUD (Planned Unit Development) to the north and south; City PUD (Planned Unit Development), City M-1 (Industrial) and Lake County HM (Heavy Industrial) to the east; and City PUD (Planned Unit Development) to the west. As conditioned, this proposal does not appear to create a detriment to surrounding properties.
2. The proposed zoning district PUD (Planned Unit Development) as conditioned and shown in the attached "Exhibit A," is compatible with the current City Future Land Use designation of Neighborhood Mixed Use.
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

Action Requested:

1. Vote to approve the request to rezone the subject property from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions under the proposed Denham Village Planned Development Conditions attached hereto as Exhibits A-G, dated October 20, 2016, and forward to the City Commission for consideration.



DRAFT SUMMARY MINUTES OF THE REGULAR MEETING
OF THE PLANNING COMMISSION
CITY COMMISSION CHAMBERS, CITY HALL
THURSDAY, OCTOBER 20TH, 2016 - 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, October 20th, 2016, in the Commission Chambers at City Hall.

Chairman James Argento called the meeting to order at 4:30 p.m.

The following Commission members were present:

James Argento - Chairman
Don Lukich
Frazier Marshall
Charles Townsend
Agnes Berry
Clell Coleman
Stewart Kaplan

City staff in attendance included Dan Miller, Planning & Zoning Manager, Kandi Harper, Senior Planner, Adrian Parker, Community Development Coordinator, and Dianne Pacewicz, Administrative Assistant II. City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman Argento, followed by the Pledge of Allegiance to the Flag.

NEW BUSINESS

1. PUBLIC HEARING CASE # PUD-16-84 – DENHAM VILLAGE (DREW MEADOWS) – AMENDMENT TO ESTABLISHED PLANNED DEVELOPMENT

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING ORDINANCE 12-71 DREW MEADOWS PUD (PLANNED UNIT DEVELOPMENT) TO REFLECT A REVISED SITE PLAN; TO ALLOW FOR A MIX OF USES AND FLEXIBLE DEVELOPMENT STANDARDS FOR A PROPERTY GENERALLY LOCATED

SOUTHEAST OF COUNTY ROAD 48, WEST OF COUNTY ROAD 33 AND NORTHEAST OF FLORIDA'S TURNPIKE AS LEGALLY DESCRIBED IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES – 1ST READING ON NOVEMBER 14TH, 2016 AND 2ND READING ON NOVEMBER 28TH, 2016)

Dan Miller, Planning and Zoning Manager explained the rules of participation.

Dan Miller introduced case number #PUD-16-84 for the record and provided background information regarding the case. This is a 506-acre site in the city limits, bounded on the northwest by CR 48, the southwest by the Florida Turnpike, and the east by CR 33. The property has been purchased by Walton Companies, one of the larger acquisition and development groups in the country. It was previously approved under a Planned Unit Development as Drew Meadows under Ordinance 06-44. Walton is asking to replace the current PUD with a document that more accurately reflects the current market. In general terms, the PUD document before you today is quite similar to the previously approved PUD. It has the same density, but the site plan has been redesigned to allow for a higher percentage of open space, and a variety of lot sizes. Staff brought this case before the Planning Commission previously at a workshop, where representatives of Walton presented their concept.

Kandi Harper entered the exhibits into the record. Exhibit items included the staff summary, departmental review summary, staff recommendations, aerial map, land use and zoning maps, wetlands and flood zones map, site photos, and a conceptual site plan.

Kandi Harper utilized a power point presentation to demonstrate the area of the proposed site.

Mr. Miller indicated there were no substantial comments from other City Departments. The Electric Department stated that it is not in the City of Leesburg Electric territory. The Building Division will require all building codes to be met prior to opening. The School Board indicated that the project will be subject to review for school capacity. Because much of the development will be a Senior Development of age 55+, the impact on schools is expected to be minimal. Lake County Public Works indicated their needs for possible improvements, which have been accounted for in the wording of the PUD document.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed request to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) is compatible with adjacent property zoned County A (Agricultural), County HM (Heavy Industrial District) and City M-1 (Industrial).
2. The proposed request is compatible with the existing future land use designation of Neighborhood Mixed Use, County Urban Low Density, City Estate Residential, Agriculture, Industrial, County Industrial, and City Industrial/Technical Commercial Park and SP Mixed Use (Secret Promise).
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the subject property from City PUD (Planned Unit Development) to City PUD (Planned Unit Development) with the Denham Village Planned Unit Development Conditions attached as Exhibits A-G hereto, dated October 20, 2016 and forward to the City Commission for consideration.

Mr. Miller highlighted the following in the PUD conditions to expedite.

- This is a 506-acre site, 1999 units approved at approximately gross density of 4 units per acre.
- The conceptual site plan proposes 177+/- acres of open space.
- The permitted uses allow for residential single family residence/townhouses/assisted living. It also allows for commercial cafes, boutiques, clubhouse, and small retail stores. Essentially the Neighborhood Commercial zoning as seen in the City of Leesburg codes.
- There will be 9.5 total acres used for recreational areas such as playgrounds, swimming pools, and recreation rooms.
- There are a minimum of 4 access points.
- The Architectural Design Standards for all residential and commercial buildings, along with standards for mixed use areas are included in the document.

Chairman Argento opened the meeting for audience participation, asking the applicant or representative for the applicant to step forward to speak first.

Mark Jacobson, with Walton Development and Management, stated that how he mentioned at the workshop in September, that Walton Development has spent a significant amount of time and effort studying the land and real estate market before making application. Walton Development did a wetland delineation and approval through St. Johns River Water Management District, determined the 100-year flood plain onsite, completed a threatened and endangered species survey, completed a tree canopy survey, completed a detailed traffic impact study analysis, a master offsite utility analysis, performed a preliminary stormwater and low impact design and coordination with St. Johns to maximize use of open space.

Mr. Jacobson stated that Walton Development has improved upon the existing PUD in three ways:

1. The highest and best use of the land.
2. Allows more development flexibility to respond to market demands.
3. Will result in an end-product that both the developer and the City will be proud of.

Mr. Jacobson stated that Walton Development has worked with City staff to reach the PUD conditions and there are two minor changes that have been made. The first is in condition 14, which has the new wording of:

14. Transportation concurrency review will be required for any future amendments that would have the effect of increasing trip generation from the project. School concurrency shall be

demonstrated at time of final plat approval for single family projects or final development plan approval for multifamily projects, and compliance with the adopted LOS standards for sewage, water supply, drainage, solid waste, parks and recreation will be determined at the time of final development plan approval for each phase of development.

The second change is to condition 12 (A) (1), under Signage, which has the wording of:

1. Main entrances may be permitted a maximum of two (2) ground or wall residential entrance or gate signs at each entrance, alternatively, one double-faced identification sign may be permitted when placed in the medians. The maximum allowable sign surface area per wall should not exceed 60 square feet.

Dan Miller stated that staff has worked with Mr. Jacobson and agree with the changes that have been made.

With no further comment, Chairman Argento opened the discussion to the Planning Commission for their questions/concerns.

Commissioner Lukich asked if the homes are going to be block and mortar. Mr. Jacobson responded that it's likely but he didn't know the construction details at this time. Commissioner Lukich inquired about the size of the lots. Mr. Jacobson answered that the lots range from a minimum of 3,000 square feet to a typical 7,200 square foot lot. This application has smaller lots than the existing one, to have more open space and to create a community that is actually a community, and not just a neighborhood.

Commissioner Lukich asked if manufactured housing would be approved. Mr. Miller stated that the City does not approve manufactured homes. There are architectural standards in the PUD document for residential, commercial, and mixed use structures. Mr. Jacobson stated that he misunderstood the question, in addition to the block and mortar houses, there could also be stick built houses for the first floor that are made out of wood.

Commissioner Lukich brought up the lot size of 3,000 square feet. Mr. Jacobson said that the lots would be 55 x 55, 40 x 95, and 60 x 120. The garages would not be the dominant feature.

Mr. Jacobson stated that he appreciates the cooperative effort of staff. He also brought the presentation that was shown at the workshop in case there were specific slides that need to be looked at. He was here to answer any questions that the audience may have.

Commissioner Coleman asked about the target range of the pricing. Mr. Jacobson answered that Walton Development did a preliminary market study, and, though it may change, they are looking at the starting prices being in the \$180-thousand range.

Commissioner Coleman inquired about golf carts being allowed in the PUD and if there will be a golf course. Dan Miller answered that there will be no golf courses in this project. Mark Newman, one of the master planners on the project, stated that there is a substantial trail project that runs through the project that is up to 12-feet wide in some places. This would allow golf carts to go off the road. From a marketing perspective, they are looking for this to be a relatively heavy active adult community,

and often times golf carts would need to be accommodated as a result. This is also another reason for the smaller lots.

Commissioner Coleman asked about the mixed use section of the PUD. Mr. Miller answered that there is approximately 10 acres of commercial area that can also be a mixed use that will be in one of the pods.

Commissioner Lukich inquired as to whether or not all of the property is in the City. Mr. Miller answered that all of the property is within the City, but there is a potential for different utility providers. City water and wastewater will still be there.

Without further comment, Chairman Argento closed the discussion asking for a motion to approve or deny.

Commissioner Lukich made a MOTION for APPROVAL of case # PUD-16-84 – DENHAM VILLAGE (DREW MEADOWS) – AMENDMENT TO ESTABLISHED PLANNED DEVELOPMENT. Commissioner Coleman SECONDED the MOTION which CARRIED UNANIMIOUSLY by a vote of 7-0

ANNOUNCEMENTS

1. Chairman Argento mentioned how much he has appreciated Commissioner Marshall and Commissioner Kaplan being on the Planning Commission. Both have qualified to run for office on the November ballot. Commissioner Marshall will be running for City Commission and Commissioner Kaplan will be running for the Community Development District in Arlington Ridge. By virtue of them running, their positions on the Planning Commission will expire on November 8th, however, they will have the option if they don't win, to reapply for the Planning Commission. If they do win, they can't serve on the Planning Commission as it will be dual office. Chairman Argento wished them both good luck in their elections.
2. Dan Miller welcomed back Administrative Assistant Dianne Pacewicz.

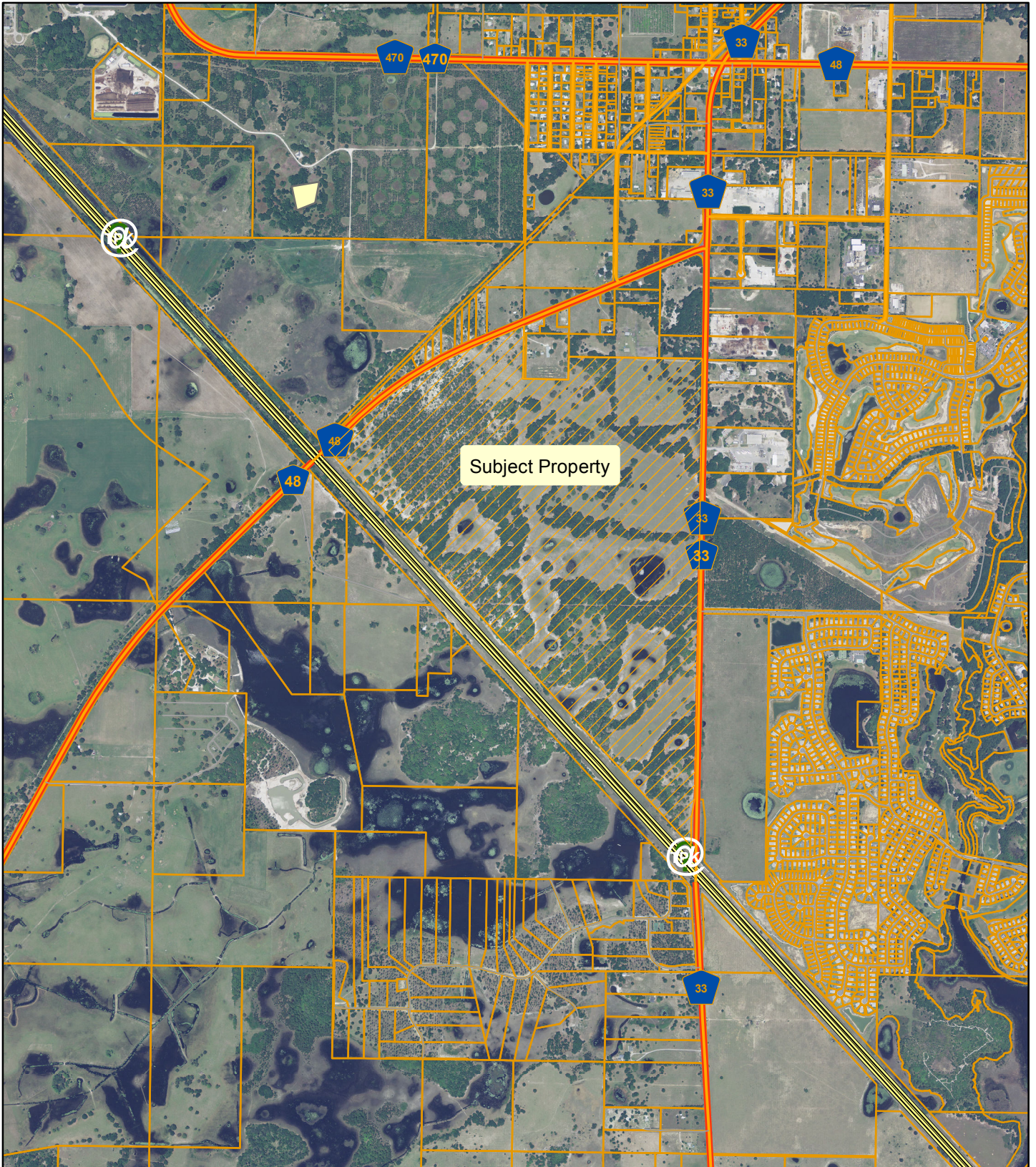
ADJOURNMENT

Approximately 6:22 p.m.

James Argento, Chairman

Dianne Pacewicz
Administrative Assistant II

Locator



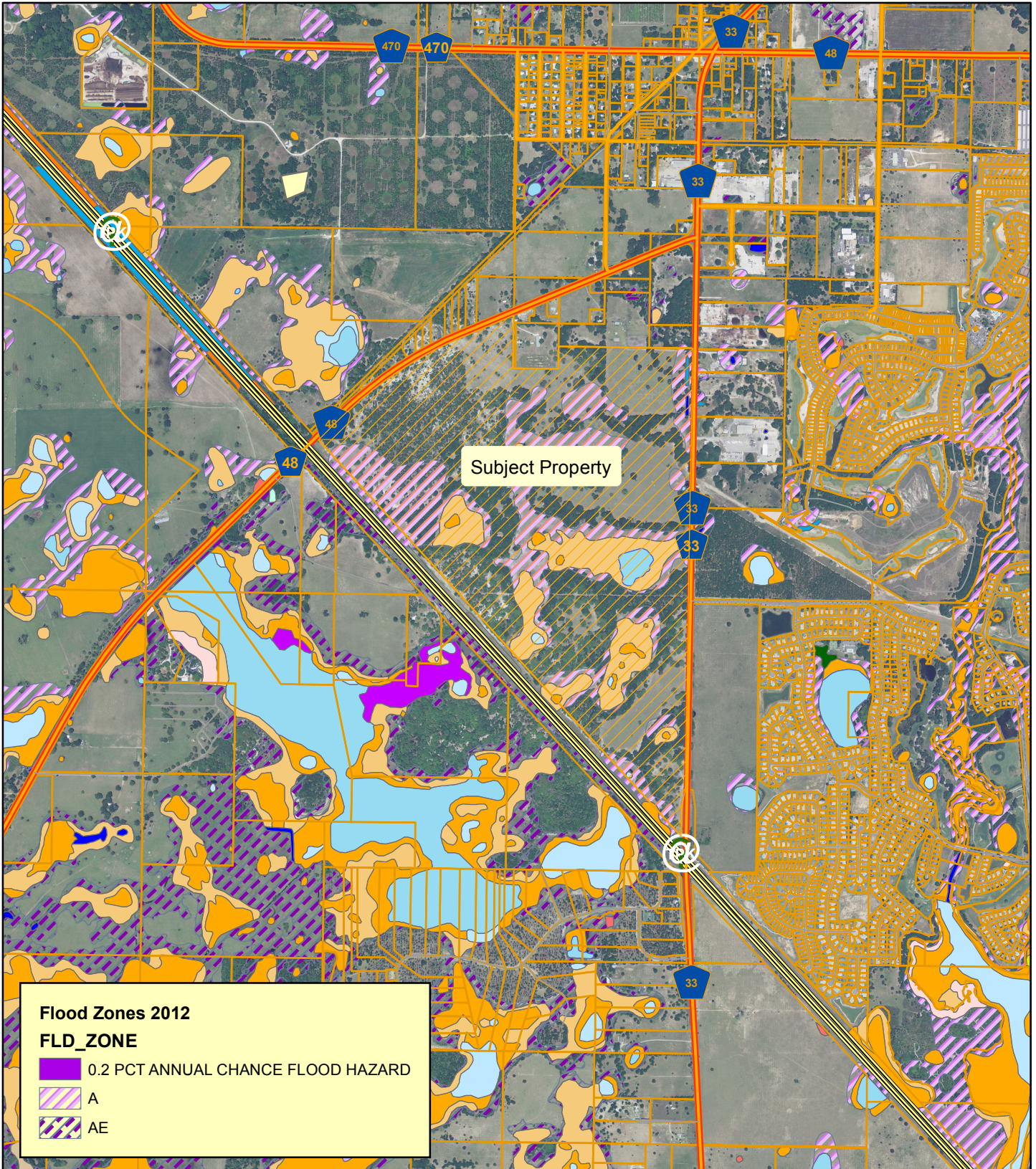
**Planning
& Zoning
Division**



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Feet

**PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916**

Wetlands and Flood Zones



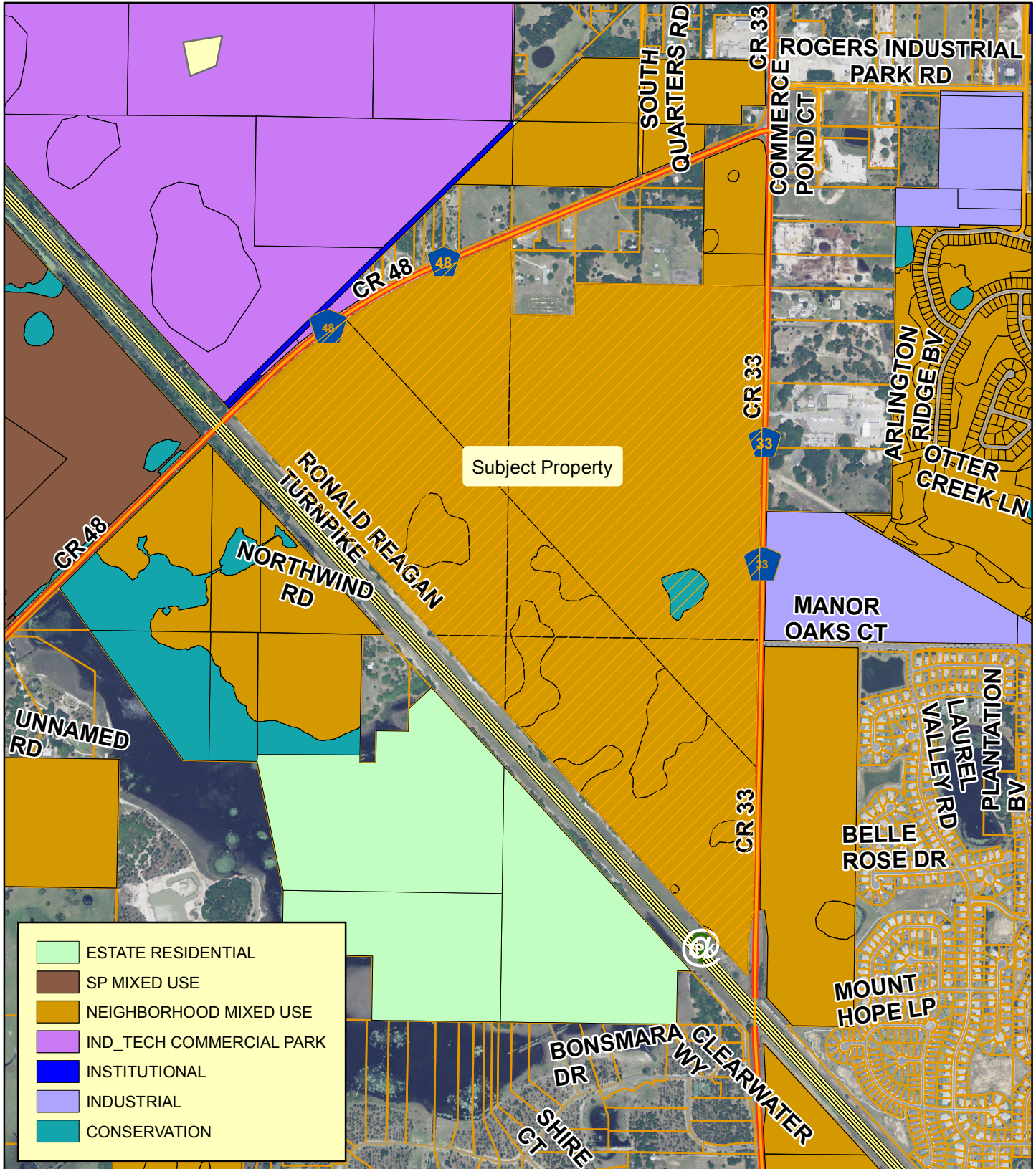
**Planning
& Zoning
Division**



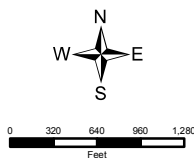
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PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Future Land Use

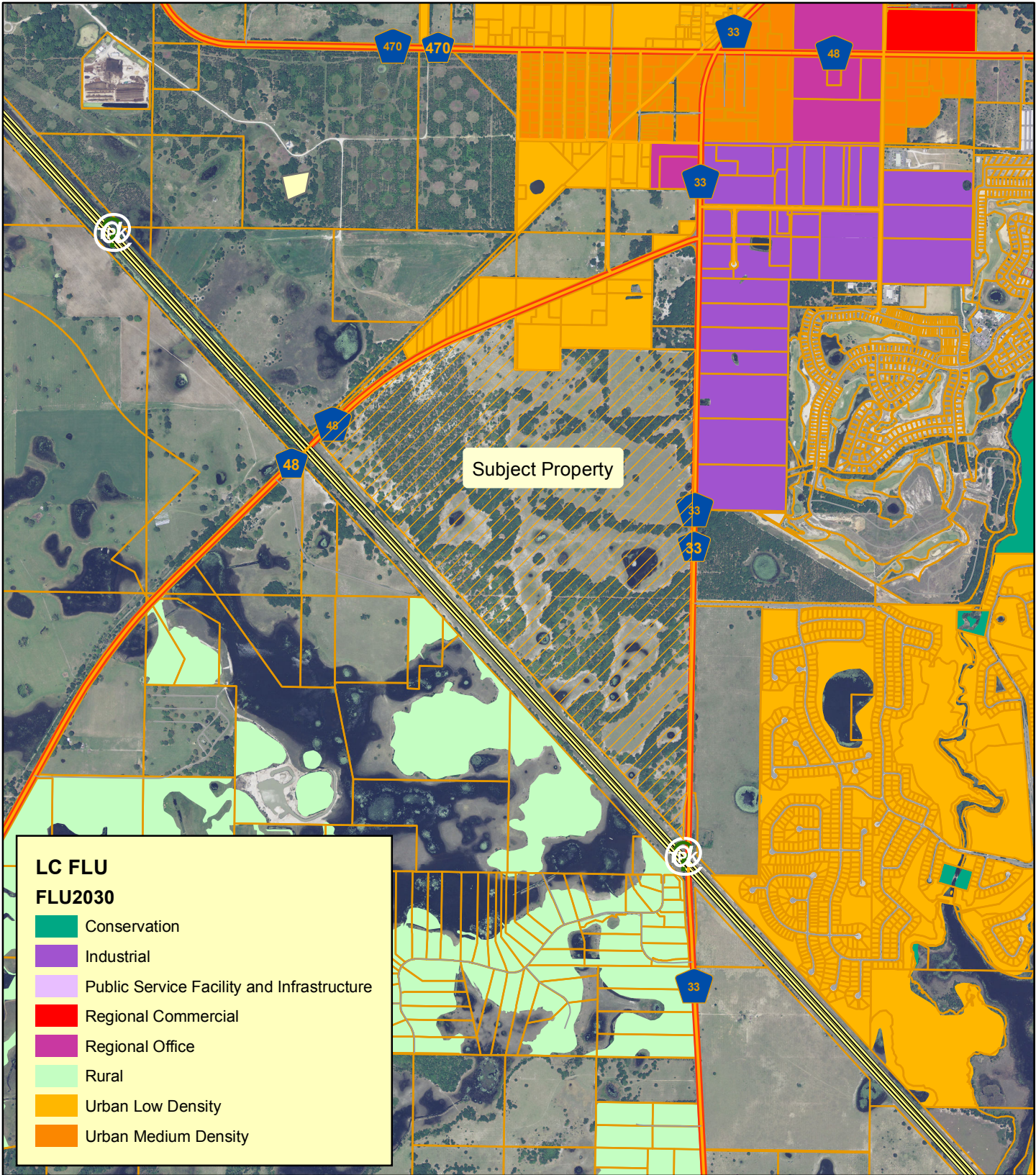


**Planning
& Zoning
Division**

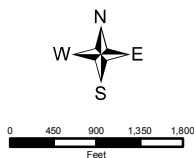


PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Lake County Future Land Use

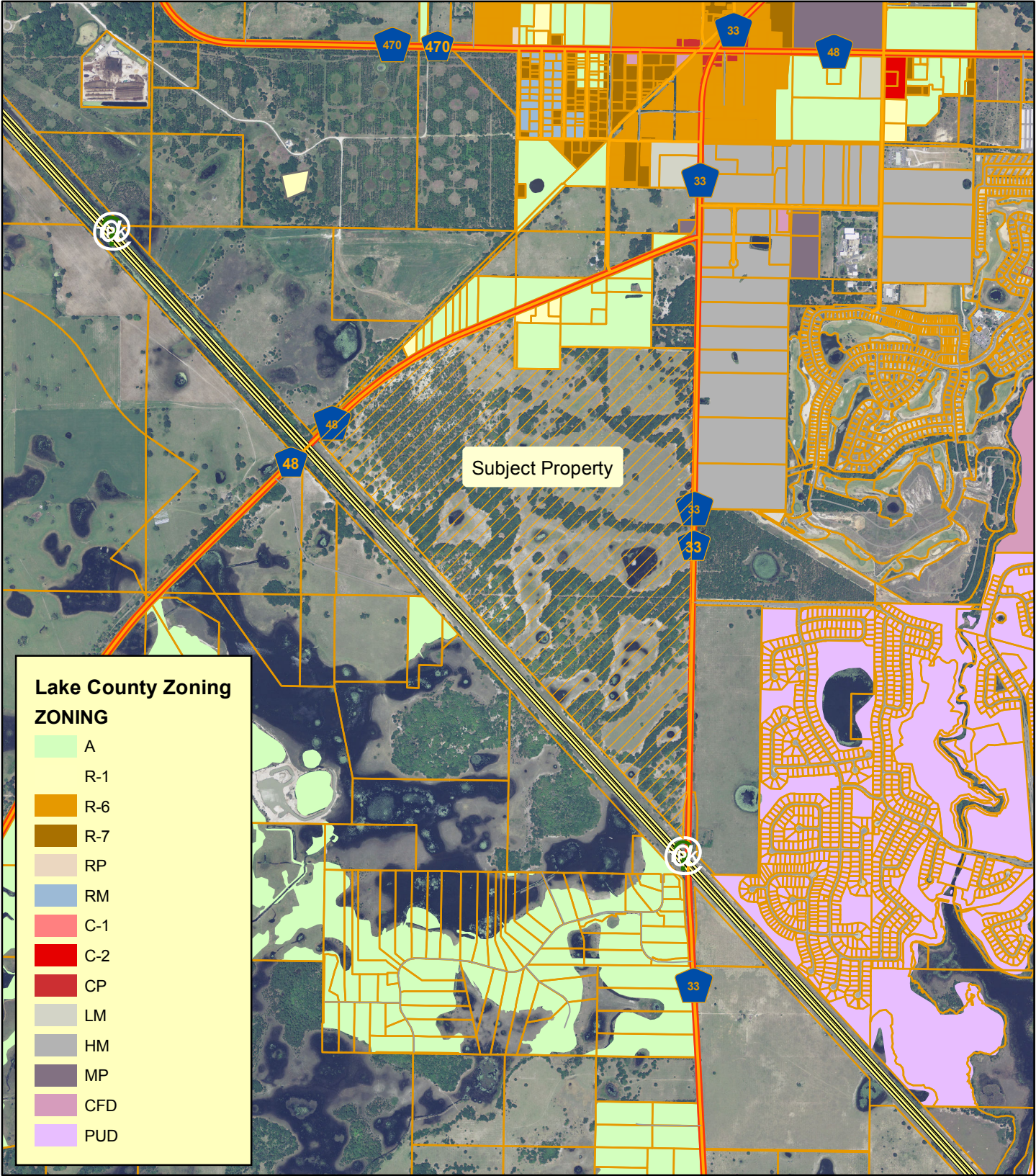


**Planning
& Zoning
Division**

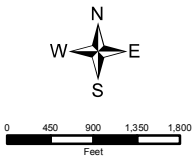


PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Lake County Zoning

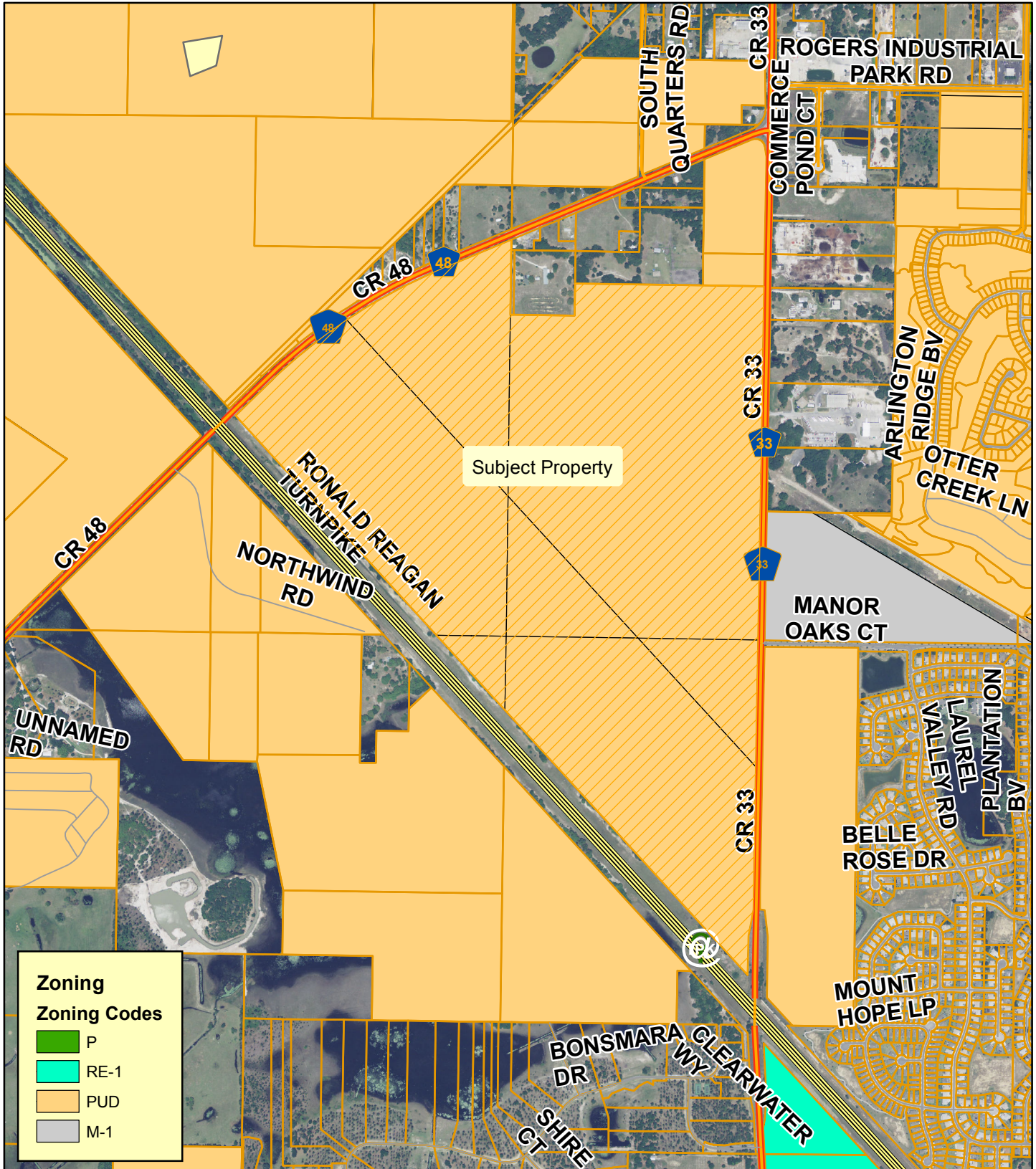


**Planning
& Zoning
Division**

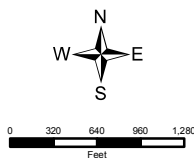


PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East

Zoning



**Planning
& Zoning
Division**



PUD 16-84
Denham Village (f.k.a.: Drew Meadows) PUD
AK#: 1080916
Section 21; Township 20 South; Range 24 East













AGENDA MEMORANDUM

Item No: 6B.
Meeting Date: November 28, 2016
From: Al Minner, City Manager
Subject: McDonald's Drive and Marion Street

Staff Recommendation:

Information Only

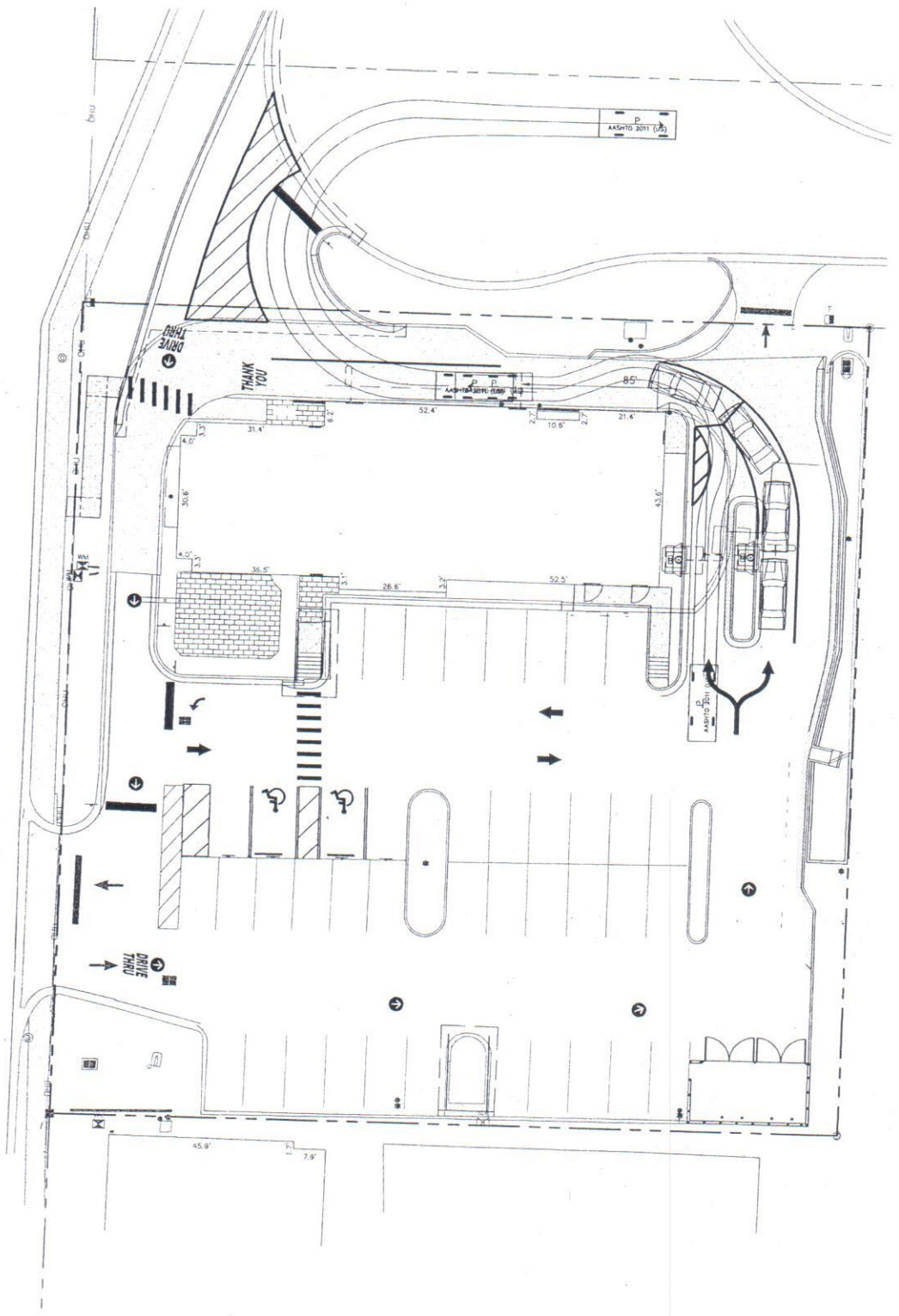
Analysis:

Attached is the approved drive-thru-window site plan for McDonald's. Upon DRC review, it was determined that approval of the site plan would provide (1) better overall ingress-egress to McDonald's off Marion Street and US 27; (2) additional safety access for the drive-thru lane; and, (3) relieve traffic congestion along Marion Street. These benefits (along with parking enforcement by the Police Department) are aimed at reducing private parking in the Marion Street cul-de-sac and potentially enabling the City to petition the State to reduce the size of the cul-de-sac for landscaping improvements during the 441/27 entryway project.

A fuller staff explanation to follow.

Submission Date and Time: 11/23/2016 11:59 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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US 27

→
Z



AGENDA MEMORANDUM

Item No: 6C

Meeting Date: November 28, 2016

From: William Spinelli, CPA, Finance Director

Subject: Resolution authorizing and approving the issuance by the Community Redevelopment Agency for the US Highway 441 & 27 Area, the proposal of CenterState Bank of Florida, to Purchase the Agency's not exceeding \$13,000,000 principal amount Tax Increment Revenue Refunding Note, Series 2016.

Staff Recommendation:

Approve the Resolution of the Community Redevelopment Agency for the US Highway 441 & 27 Area, accepting the proposal of CenterState Bank of Florida, to Purchase the Agency's not exceeding \$13,000,000 principal amount Tax Increment Revenue Refunding Note, Series 2016. The Proceeds of which will be applied to advance refund all the Agency's Outstanding Tax Increment Revenue Bonds, Series 2009.

Analysis:

In 2009 the City borrowed \$14,605,000 to fund the undergrounding of the Electric Utility Lines in the 441/27 CRA. Due to the rapid decline in property values the City had to complete the Electric Utility lines project above ground. The City froze approximately \$4,000,000 of the bond proceeds in order to use the bond proceeds to make interest payments on the outstanding debt. As of 2014 the 441/27 CRA was 25 million below the tax increment financing revenue (TIF), which meant the General Fund was obligated to make the debt service payments.

In 2014, the City became only the second City in the State of Florida, to Rebase a CRA Base Year from 2009 to 2015. For FY 17, the City budgeted \$110,000 in TIF, which was due to the City's ability to Rebase the year to 2015. At only a 1% increase per year the City will receive approximately \$8.6 million dollars in TIF revenue over the life of the CRA.

The next step was to refinance the outstanding Tax Increment Revenue Bonds, Series 2009. With the assistance of Public Financial Management (PFM), the City's Financial Advisors, the City was able to obtain a 20-year 2.59% fix rate loan from CenterState Bank. There are no other banks that are willing and able to give the City a 20-year standard bank loan at this time, so the City does request the Commission to approve this Resolution without the City issuing a Request for Proposal to bid. The City also did an analysis of going out to the Bond Market in order to refinance the Series 2009 debt, and determined it would be more than 80 basis points more in interest payments if the City would issue the Revenue Refunding Bonds, Series 2016.

Options:

{39995971;1}

1. Approve Resolution
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

TOTAL CHANGE IN CASH REQUIREMENTS WITH REBASE 2015 YEAR AND REFINANCING						
Year	Orginial Debt Service Payment	Revised Debt Service Payment	Difference	Required Cash From General Fund	*Revised Required Cash From General Fund	Difference
2017	895,694	187,773	(707,921)	-	90,647	90,647
2018	896,194	375,102	(521,092)	-	119,904	119,904
2019	895,994	383,289	(512,705)	-	96,584	96,584
2020	998,294	496,217	(502,077)	75,920	177,972	102,052
2021	997,750	506,166	(491,584)	390,000	159,002	(230,998)
2022	1,099,187	910,728	(188,459)	663,191	531,198	(131,993)
2023	1,097,406	914,670	(182,737)	1,097,406	614,713	(482,694)
2024	1,099,003	913,094	(185,910)	1,099,003	578,139	(520,865)
2025	1,195,712	911,129	(284,583)	1,195,712	540,826	(654,886)
2026	1,197,581	913,776	(283,805)	1,197,581	507,771	(689,810)
2027	1,197,788	910,905	(286,883)	1,197,788	468,841	(728,947)
2028	1,196,331	912,646	(283,686)	1,196,331	434,163	(762,169)
2029	1,198,094	913,868	(284,226)	1,198,094	398,602	(799,492)
2030	1,196,875	914,573	(282,303)	1,196,875	362,155	(834,721)
2031	1,197,500	909,759	(287,741)	1,197,500	319,818	(877,682)
2032	1,195,875	914,557	(281,318)	1,195,875	286,718	(909,157)
2033	1,196,875	913,708	(283,168)	1,196,875	247,592	(949,284)
2034	1,195,375	912,340	(283,035)	1,195,375	207,565	(987,810)
2035	1,196,250	910,455	(285,796)	1,196,250	166,633	(1,029,618)
2036	1,199,250	913,051	(286,199)	1,199,250	129,792	(1,069,458)
Total	22,343,028	15,637,803	(6,705,225)	17,689,026	6,438,632	(11,250,394)

* Due to the City's ability to rebase the CRA Base Year to "2015", the City is generating TIFF revenue, which offsets funding from the General Fund. The City used a one percent increase in property value each year.

Submission Date and Time: 11/23/2016 11:59 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No _____ Advertised: _____Not Required _____ Dates: _____ Attorney Review : Yes____ No _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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{39995971;1}

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND APPROVING THE ISSUANCE BY THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA OF ITS NOT EXCEEDING \$13,000,000 PRINCIPAL AMOUNT TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016 IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 163, PART III, FLORIDA STATUTES, AS AMENDED; APPROVING THE SALE OF SAID NOTE BY THE REDEVELOPMENT AGENCY; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH SAID COMMUNITY REDEVELOPMENT AGENCY AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AS FOLLOWS:

AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, Section 163.358, Florida Statutes, Section 163.385, Florida Statutes and other applicable provisions of law.

FINDINGS. It is hereby ascertained determined and declared:

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency") issued its Tax Increment Revenue Bonds, Series 2009 ("Refunded Bonds") to finance and refinance the acquisition and construction of community redevelopment in the Agency's community redevelopment area.

The Agency has determined it necessary, desirable and in the best interests of the Agency and the property owners, residents and tenants of the City of Leesburg, Florida (the "City") that the Agency issue its Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") to advance refund all of the outstanding Refunded Bonds, in that such refunding will result in debt service savings for the Agency.

AUTHORIZATION OF ISSUANCE OF 2016 NOTE. The City hereby authorizes the issuance of the 2016 Note in a principal amount not to exceed \$13,000,000 to refund the Refunded Bonds and pay costs of issuing the 2016 Note as more particularly described in the Agency Resolution adopted the date hereof and attached hereto as Exhibit A (the "Agency Resolution").

APPROVAL OF SALE OF 2016 NOTE. The City hereby approves the sale of the 2016 Note by the Agency in accordance with the terms and provisions of the Agency Resolution.

APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION OF EXECUTION AND DELIVERY THEREOF. The Interlocal Agreement between the City and the Agency pursuant to which, subject to certain limitations, the City will agree among other matters to budget and appropriate from Non-Ad Valorem Revenues (as defined therein) amounts sufficient to pay debt service on the 2016 Note to the extent amounts pledged to the 2016 Note are insufficient to make such payments is hereby approved in substantially the form attached hereto as Exhibit B. The Mayor or any designee thereof and the City Clerk or any deputy or assistant City Clerk are hereby authorized to execute the Interlocal Agreement in substantially the form attached hereto, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval

EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 28th day of November, 2016.

CITY OF LEESBURG, FLORIDA

ATTEST:

By _____
City Clerk

By: _____
Mayor

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

City Attorney

EXHIBIT A

ISSUER RESOLUTION



November 14, 2016

Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida)
Attention: Mr. William Spinelli, Chief Financial Officer – City of Leesburg, Florida and
Mr. Jeremy Niedfeldt, Financial Advisor – PFM Financial Advisors, LLC
501 West Meadow Street
Leesburg, FL 34748

Dear Mr. Spinelli and Mr. Niedfeldt:

It is our pleasure to advise you that CenterState Bank of Florida, N.A (hereinafter referred to as “Bank”) has approved your loan request on behalf of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida), subject to the following terms and conditions.

It is the Borrower(s) responsibility to read this Commitment carefully and retain a copy for purposes of diligently meeting all conditions outlined herein on or before the expiration date(s) specified herein. All provisions and conditions of this Commitment must be met to the Bank’s and/or its Counsel’s approval and satisfaction in their sole discretion. Please review this Commitment and any attachments hereto, which further govern the conditions of the Commitment.

BORROWER: Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida)

LOAN AMOUNT & TYPE: Not to exceed \$12,000,000.00 (Twelve Million Dollars). This loan shall be structured as a non-bank qualified tax exempt loan. Closing is projected on or before December 15, 2016.

MATURITY DATE: May 1, 2036

COLLATERAL: Amounts due under the Loan will be secured by a pledge of lien upon tax increment revenues from the CRA to include revenues from a half cent sales tax, public service tax, and entitlement revenues; along with the inter-local agreement and the related pledge from the City of Leesburg to covenant to budget and appropriate from legally available non-ad valorem revenues.

FACILITY/PURPOSE: The Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the “Agency”) plans to issue its Tax Increment

Revenue Refunding Note, Series 2016 (the "2016 Note") to advance refund all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 ("Refunded Bonds"), whose original purpose was to provide electric utility infrastructure and other related improvements in the CRA area for the borrower, for debt service savings.

INTEREST RATE: Non-Bank Qualified Tax Exempt Fixed interest rate of 2.59% for the term of the loan.

REPAYMENT TERMS: Interest shall be payable semi-annually, with principal payments due annually based on an amortization to be determined by the financial advisor and bond counsel prior to closing, and acceptable to the bank, with any remaining principal balance and un-paid interest due at maturity. The preliminary projected amortization is below:

05/01/2017: \$60,000
05/01/2018: \$70,000
05/01/2019: \$80,000
05/01/2020: \$195,000
05/01/2021: \$210,000
05/01/2022: \$620,000
05/01/2023: \$640,000
05/01/2024: \$655,000
05/01/2025: \$670,000
05/01/2026: \$690,000
05/01/2027: \$705,000
05/01/2028: \$725,000
05/01/2029: \$745,000
05/01/2030: \$765,000
05/01/2031: \$780,000
05/01/2032: \$805,000
05/01/2033: \$825,000
05/01/2034: \$845,000
05/01/2035: \$865,000
05/01/2036: \$890,000

TOTAL: \$11,840,000

PREPAYMENT PENALTY: The borrower may prepay the loan at any time without any prepayment penalty.

COMMITMENT/CLOSING

EXPIRATION DATE: December 15, 2016.

**LOAN AGREEMENT
CONVENANTS:**

1) The City of Leesburg, Florida will provide a copy of its comprehensive annual financial report (CAFR) within 180 days of FY end and the City's Budget within 60 days of adoption.

2) Bond documents to be reviewed and approved by Bank attorney. Review to include written confirmation that should sufficient funds not be available to pay debt service from the tax increment revenues from the CRA that a pledge from the City of Leesburg to covenant to budget and appropriate from legally available non ad valorem revenues via an Inter-local Agreement with the CRA will cure any deficiency.

3) The City of Leesburg shall also provide annually a covenant compliance certificate that the City delivers to the bank (Bond Issuer) which is executed by the City Manager and City Finance Director. This shall include the following:

(i) The average of the Available Non-Ad Valorem Revenues for the two most recent Fiscal Years for which audited financial statements of the City are available is equal to or greater than 2.00x the projected maximum annual debt service (not reduced by any payments made or expected to be made from sources other than Available Non- Ad Valorem Revenues) on the Bonds and all other debt and obligations secured by and/or payable from all or a portion of Available Non-Ad Valorem Revenues to be outstanding following the issuance of the Bonds; and

(ii) (A) The Available Non-Ad Valorem Revenues for the most recent Fiscal Year for which audited financial statements of the City are available, less (B) the product of (I) the quotient of such Available Non-Ad Valorem Revenues divided by the Non-Enterprise Fund Revenues for such Fiscal Year, multiplied by (II) the Costs of Essential Services for such Fiscal Year, and less (C) the maximum annual debt service on debt and obligations secured by an express lien on all or a portion of the Available Non-Ad Valorem Revenues to be outstanding following the issuance of the Bonds is equal to or greater than 1.25x the Maximum Annual Covenant Debt Service with respect to debt and obligations to be outstanding following the issuance of the proposed debt or obligations. [Available Non-Ad Valorem Revenues - (Available Non-Ad Valorem Revenues divided by Non-Enterprise Fund Revenue) x (Costs of Essential Services) - maximum annual debt service secured by lien on Available Non-Ad Valorem Revenues greater than or equal to 1.25X Maximum Annual Covenant Debt Service. It is further understood that the definition of each of these terms will be further defined within the documentation for this loan, and will be consistent with the existing 2009 bond documents.

4) Borrower and the City of Leesburg, Florida shall provide such other financial information from time to time as is reasonably requested by the Bank.

5) Late Fees: Bank may at its sole option collect from the borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.

6) Event of Default: Upon an event of default as described in the bond resolution, the holder may recover from the borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

7) Default Rate: 5.59% which is 3.00% above the interest rate noted above of 2.59% (see "Interest Rate").

DEFAULTS: Usual and customary defaults for a transaction of this type.

REPRESENTATIONS: Usual and customary representations for a transaction of this type.

GOVERNING LAW: State of Florida

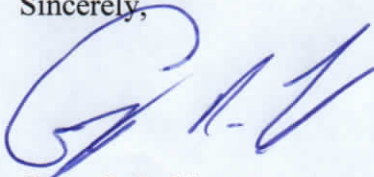
BOND COUNSEL: The Borrower shall engage Bond Counsel (Ackerman, LLP) that will prepare all financing documents. Bond Counsel will deliver a standard bond counsel opinion to the Bank as to the tax-exempt status of the bond, the non-bank qualified status of the bond, the exemption of the bond from registration under applicable securities laws and other matters customarily provided in a transaction of this type.

BANK & ATTORNEYS FEE: Bank's legal counsel will review all documentation prepared by Bond Counsel. Fee will be \$25,000 in total, inclusive of that review and bank origination fee.

OTHER CONDITIONS/REQUIREMENTS: See the attachments of this document for other conditions/requirements, items 1 to 8.

We sincerely appreciate this opportunity to meet the financial needs of the Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida), and the City of Leesburg, Florida, and look forward to a mutually beneficial relationship. We trust this Commitment is in keeping with your understanding of our conversations. If so, please have an authorized representative of the borrower sign where shown and return this Commitment to us together with all fees and documentation required by the Commitment Expiration Date shown above.

Sincerely,



Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

Name

By: _____

Date: _____

Authorized Signatory: Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (Leesburg, Florida)

OTHER CONDITIONS/REQUIREMENTS:

1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower hereby warrants to Bank that they have full authorization and capacity to pledge valid lien on same, or Borrower will secure such authorization/documentation at or before closing to the satisfaction of Bank's Counsel. Such verifications shall not relieve Borrower of liability as to misinformation or fraud. Borrower agrees to provide Bank with true and exact copies of all certificates, or other such evidence as applicable to all security, to the satisfaction of the Bank or Bank's Counsel, upon acceptance of this Commitment. Borrower understands that Bank relies on one hundred percent of all value of collateral pledged rather than just a partial percentage thereof. Any "equity" value which might exist in assets pledged shall also serve as collateral for this loan. Borrower shall execute such documentation as deemed necessary by Bank and/or Bank's Counsel in their sole discretion to grant Bank a secured position in the collateral.
2. **INTEREST:** This loan shall bear interest which shall accrue, under the simple interest (30/360 day) method, on the funded and outstanding principal balance from time to time.

3. **CLOSING COSTS:** Borrower agrees to pay any and all expenses of this transaction, whether incurred directly or indirectly, including, but not limited to, such costs as attorney fees, recording fees, taxes, and any legal fees or court costs which might arise from any disputes or litigation surrounding this Commitment, whether or not this loan actually closes. Said costs are due and payable by Borrowers in addition to and separate from any Commitment fees.
4. **NON-ASSIGNABILITY:** Neither this Commitment nor the proceeds of the loan contemplated herein shall be assignable by Borrower without prior written consent of the Bank. This loan is not assumable.
5. **CLOSING:** Unless otherwise specified in writing, this Commitment, the loan transaction contemplated hereby, and all loan documents executed pursuant hereto shall be construed according to all applicable State and Federal governmental regulations and Bank policies. All provisions of this Commitment shall survive the closing of the loan transaction contemplated herein.
6. **BORROWER'S REPRESENTATIONS:** This Commitment has been issued to Borrower on the basis of all information provided by Borrower and all representations, exhibits, data, and other materials submitted with or in support of Borrower's loan application. Any misinformation or withholding of material information incident thereto shall, at the option of Bank, void all of the Bank's obligations hereunder, and shall give Bank full rights of recourse under applicable law. In addition, should economic conditions decline in general for the Borrower, or should other factors change which were considered important by the Bank in issuing this Commitment, the Bank, in its sole discretion, may withdraw the Commitment without penalty or retribution from the Borrower; and hold the Bank harmless now and in the future as to any claims of lender liability and agrees the Bank has acted properly and in good faith in all respects throughout this transaction.
7. **BORROWING AUTHORITY:** Prior to closing, Borrower shall provide Bank with true and exact copies of all Articles, By-Laws, Opinion of Borrower Counsel, Incumbency Statements, Agreements, Current Certificates of Good Standing, and appropriate Minutes for any non-person entity involved in the transaction contemplated herein, as to the exact legal status and capacity of each such entity to execute their respective agreements outlined herein. At closing, Borrower shall execute appropriate Resolutions and Agreements, all to the Bank or Bank's Counsel's satisfaction.
8. **INCLUSIVENESS/SEVERABILITY:** Borrower understands that this Commitment attempts to outline most of the key, general terms and conditions of the proposed loan and is not, nor does it attempt to be, all-encompassing. Any omissions herein or conflicts with loan closing documents shall not construe liability to Bank; further requirements by the Bank or Bank's counsel and/or loan closing documents shall supersede and have precedence over this Commitment. Any release, waiver, or changes allowed by Bank in any part of this Commitment shall not invalidate or change any remaining requirements or clauses. Where applicable in this Commitment, the plural tense shall suffice for the singular, and vice-versa, as to referencing all parties hereto. All parties as recipients hereof, regardless of type of involvement, shall be responsible for meeting all provisions of this Commitment.

CenterState Bank of Florida, N.A.

By: _____
Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

Community Redevelopment Agency For The U.S. Highway 441 & 27 Area
(Leesburg, Florida)

By: _____

Date: _____

Authorized Signatory: _____
(Print Name)

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

Michael D. Williams
Akerman LLP
420 South Orange Avenue
P.O. Box 231
Orlando, FL 32801

**CITY OF LEESBURG, FLORIDA/
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
INTERLOCAL AGREEMENT**

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016**

December 8, 2016

APPROVED BY:

City of Leesburg
City Commission
November 28, 2016

Community Redevelopment Agency for
the U.S. Highway 441 & 27 Area
November 28, 2016

**CITY OF LEESBURG, FLORIDA/
COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
INTERLOCAL AGREEMENT**

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016
(the “2016 Note”)**

December 8, 2016

This Interlocal Agreement (the “Interlocal Agreement”) is made and entered into this 8th day of December, 2016, by and among the **City of Leesburg, Florida**, a municipal corporation created and existing under the laws of the State of Florida (the “City”), and **Community Redevelopment Agency for the U.S. Highway 441 & 27 Area**, a political body corporate and politic created, existing and operating under Part III of Chapter 163 of Florida Statutes (the “Agency”).

RECITALS

WHEREAS, the City and the Agency have determined that it is in the best interests of the City, particularly that area of the City consisting of the Redevelopment Area of the Agency, to refund all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 (the "Refunded Bonds"); and

WHEREAS, it is the purpose and the intent of the parties hereto to enter into this Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969 to permit the City and the Agency to make efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide the resources provided herein for the refunding of the Refunded Bonds; and

WHEREAS, the City has by Ordinance No. 06-45 of the City created the redevelopment trust fund of the Agency and has provided for the funding of such trust fund until the time set forth in the community redevelopment plan; and

WHEREAS, the Agency, subject among other matters to the City entering into this Interlocal Agreement, has agreed to issue its Tax Increment Revenue Refunding Note, Series 2016 (the “2016 Note”) for the purpose of refunding the Refunded Bonds; and

WHEREAS, the City has approved the execution and delivery of this Interlocal Agreement by the City pursuant to City Resolution No. _____ adopted on November 28, 2016 (the “City Resolution”) and the Agency has approved the execution and delivery of this Interlocal Agreement by the Agency pursuant to its Resolution No. _____ adopted on November 28, 2016 (the “Agency Resolution”).

ARTICLE I

AUTHORITY AND CAPITALIZED TERMS

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties under the Constitution and laws of the State of Florida, including expressly but not limited to, the authority of Section 163.01, Florida Statutes. Capitalized terms not defined herein have the meaning ascribed to them in the Agency Resolution, the City Resolution or that Loan Agreement dated as of the date hereof between the Agency and CenterState Bank of Florida, N.A. entered into in connection with the issuance of the 2016 Note.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

Section 2.1 REPRESENTATIONS AND WARRANTIES. The City makes the following representations and warranties for the benefit of the Agency and the holders of the Bonds:

(a) **PENDING LITIGATION.** There are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City in any court or before any governmental authority or arbitration board or tribunal (i) with respect to any of the transactions contemplated hereby or (ii) that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the City in a manner that will materially adversely affect the ability of the City to make the payments under this Interlocal Agreement when and as the same become due and payable or would materially and adversely affect the existence or powers or ability of the City to enter into and perform its obligations under this Interlocal Agreement.

(b) **BORROWING LEGAL AND AUTHORIZED.** The execution and delivery of this Interlocal Agreement and the consummation of the transactions provided for in this Interlocal Agreement and compliance by the City with the provisions of this Interlocal Agreement:

(1) are within the powers of the City and have been duly and effectively authorized by all necessary action on the part of the City; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, or other agreement or instrument, or restriction to which the City is a party or by which the City, its properties or operations may be bound or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge,

or encumbrance, which breach, default, lien, charge or encumbrance could materially and adversely affect the validity or the enforceability of this Interlocal Agreement or the City's ability to perform fully its obligations under this Interlocal Agreement; or any laws, ordinances, governmental rules or regulations or court orders to which the City, its properties or operations are or may be bound.

(c) **NO DEFAULTS.** No event has occurred and no condition exists that constitutes an event of default under any indenture or other agreement or instrument to which the City is a party, or which, upon the execution and delivery of this Interlocal Agreement and/or the passage of time or giving of notice or both, would constitute an event of default under any indenture or other agreement or instrument to which the City is a party. The City is not in violation in any material respect, and has not received notice of any claimed violation which will have any material adverse effect on the ability of the City to perform its obligations hereunder or under the terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound.

(d) **COMPLIANCE WITH LAW.** The City is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to the execution of this Interlocal Agreement and the performance by the City of its obligations hereunder.

(e) **ENFORCEABILITY.** This Interlocal Agreement constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency and other similar laws affecting enforceability of creditors' rights generally and to the application of equitable principles if equitable remedies are sought.

(f) **TAX COVENANTS.** Each of the City and the Agency agrees that it will not take any action or omit to take any action, which action will adversely affect the exclusion from gross income of interest on the 2016 Note or amounts paid under this Interlocal Agreement for federal income tax purposes and in the event any such action or omission is discovered by such party or shall be brought to its attention, the non-complying party shall, at its sole expense and promptly upon discovering such action or having any such action brought to its attention, take such reasonable actions as may rescind or otherwise negate or cure such action or omission.

(g) **OTHER OBLIGATIONS.** Other than as set forth in that Interlocal Agreement executed by the City in connection with the issuance by the Greater Leesburg Community Redevelopment Agency of its Redevelopment Revenue Note, Series 2015, except as provided in that Loan Agreement dated as of October 2, 2009 between the City and Branch Banking and Trust Company entered into in connection with the issuance by the City of its Capital Improvement Revenue Refunding Note, Series 2009 and except as provided in that Loan Agreement dated as of November 3, 2009 between the City and Bank of America, N.A. entered into in connection with the issuance by the City of its Capital Improvement Promissory Note (Magnolia Townhomes) the City has not previously agreed to budget and appropriate any or all of its Non-Ad Valorem Revenues (as defined in Section 2.3 hereof) to secure any indebtedness.

Section 2.2 COVENANTS OF THE AGENCY.

(a) The Agency hereby covenants that by March 1 of each year it shall deliver to the City and the Holders of the 2016 Note a certificate executed by an officer of the Agency stating whether Increment Revenues and available amounts in the Restricted Surplus Account shall be sufficient to make all payments due on May 1 and November 1 of such year. If such amounts shall not be sufficient for such purpose, the certificate shall indicate the amount of such insufficiency.

(b) The Agency hereby agrees to reimburse the City the amount of any payment made by the City pursuant to Section 2.3(a) below from the first legally available money of the Agency but only after the Agency has provided for all payments and deposits required in such year due on the 2016 Note.

Section 2.3 COVENANTS OF THE CITY. The City makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the term of this Interlocal Agreement:

(a) **COVENANT TO BUDGET AND APPROPRIATE.** Should the certificate of the Agency referenced in 2.2 above certify that a Deficiency will exist, the City covenants and agrees no later than March 20 immediately following notice of the Deficiency to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, an amount equal to the Deficiency. For purposes of this Agreement, "Non-Ad Valorem Revenues" means all non-ad valorem revenues of the City that are legally available to make the payments required herein, except for (i) revenues of any enterprise fund of the City, unless and until such revenues are transferred from such enterprise fund to the City's general fund, and (ii) Non-Ad Valorem Revenues required to pay or make provision for the payment of the Costs of Essential Services(as defined below). Such covenant and agreement on the part of the City to budget and appropriate the amount of any Deficiency shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid to the Agency. No lien upon or pledge of such Non-Ad Valorem Revenues shall be created by this Interlocal Agreement until such moneys are budgeted and appropriated and paid to the Agency. The City shall pay to the Agency from Non-Ad Valorem Revenues so budgeted and appropriated the amount of the Deficiency and the Agency hereby agrees to apply such amount to the most immediate payments due on the 2016 Note. The City further acknowledges and agrees that the obligations of the City to include the amount of any Deficiency in payments in each of its annual budgets and to pay such amounts from legally available Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

A failure of the Agency to deliver to the City by March 1 a certificate indicating a "Deficiency" shall not relieve the City of its covenant provided above to appropriate Non-Ad Valorem Revenues in an amount equal to the Deficiency; however, the City shall not be required to budget and appropriate Non-Ad valorem Revenues until 20 days after the Deficiency Notice is received.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the 2016 Note or the Agency a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate legally available Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds, notes and other debt instruments). Anything in this Interlocal Agreement to the contrary notwithstanding, it is understood and agreed that the obligations of the City under this section shall be payable from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no holder of the 2016 Note or the Agency nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City. Notwithstanding any provisions of this Interlocal Agreement to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. This Interlocal Agreement shall not be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the City, but the City's obligations hereunder shall be payable solely as provided herein and is subject in all respects to the provisions of Florida law which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues, and is subject, further, to the payment of services and programs which are for Costs of Essential Services (as defined below).

"Costs of Essential Services" shall mean the cost of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City or which are legally mandated by applicable law.

(b) **FURTHER ASSURANCE.** The City shall execute and deliver to the Agency, all such documents and instruments and do all such other acts and things as may be reasonably necessary or required by the Agency to enable it to exercise and enforce its rights under this Interlocal Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by any of them to validate, preserve and protect its position under this Interlocal Agreement.

ARTICLE III

LOAN TERM AND TERMINATION

Section 3.1 COMMENCEMENT OF TERM. The City's obligations under this Interlocal Agreement shall commence on the date hereof unless otherwise provided in this Interlocal Agreement.

Section 3.2 TERMINATION. This Interlocal Agreement shall terminate upon payment in full of the 2016 Note or the defeasance thereof in accordance with the provisions thereof and the performance of all other obligations hereunder.

ARTICLE IV

NATURE OF CITY OBLIGATIONS

Section 4.1 PAYMENT CURRENCY. The City shall pay to the Agency payments due hereunder in lawful money of the United States of America.

Section 4.2 OBLIGATIONS. The obligation of the City to make the payments due hereunder and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as otherwise expressly provided in this Interlocal Agreement and applicable provisions of law. Notwithstanding any dispute between the Agency and the City but subject to the foregoing, the City shall make all payments due hereunder when due and shall not withhold any such payments or any other amounts pending final resolution of such dispute nor shall the City assert any right of setoff or counterclaim against its obligation to make such payments required under this Interlocal Agreement.

ARTICLE V

ASSIGNMENT

Section 5.1 ASSIGNMENT BY CITY. This Interlocal Agreement may not be assigned by the City for any reason without the express prior written consent of the Agency and Holders of the 2016 Note.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 EVENTS OF DEFAULT DEFINED. The following shall be “Events of Default” under this Interlocal Agreement and the terms “Event of Default” and “Default” shall mean (except where the context clearly indicates otherwise), whenever they are used in this Interlocal Agreement, any one or more of the following events:

(a) Failure by the City to timely pay any payment to be paid hereunder on the date on which it is due and payable;

(b) Any provision of this Interlocal Agreement material to the performance of the obligations of the City hereunder shall be contested by the City or the City shall deny that it has any or further liability or obligation hereunder; and

(c) Any act of bankruptcy is filed against the City and is not dismissed, vacated, or stayed on appeal within 90 days of such filing.

Section 6.2 NOTICE OF DEFAULT. The City agrees to give the Agency prompt written notice if any petition, assignment, appointment or possession referred to in Section 6.1(b) and 6.1(c) is filed by or against the City or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of

notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

Section 6.3 REMEDIES ON DEFAULT. Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the Agency and Holders of the 2016 Note have the right, at its option without any further demand or notice, to take whatever other action at law or in equity, by mandamus or otherwise, may appear necessary or desirable to collect amounts then due hereunder or to enforce any other of its or their rights hereunder provided that nothing hereunder shall constitute a general obligation as a pledge of the taxing power of the City.

Section 6.4 ATTORNEYS' FEES AND OTHER EXPENSES. The City shall, on demand, pay to the Agency and Holders of the 2016 Note the reasonable fees and expenses of attorneys and other reasonable expenses incurred by it in the collection of payments due or the enforcement of performance of any other obligations of the City hereunder upon an Event of Default, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise. The provisions of this Section 6.4 shall survive the termination of this Interlocal Agreement and the payment in full of the City's obligations hereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by first-class mail, registered or certified mail, postage prepaid, to the parties at the following address:

The City:

City of Leesburg, Florida
501 W Meadow Street
Leesburg, FL 34748
Attention: City Manager and
Finance Director
Telephone: (352)728-9714

The Agency:

Community Redevelopment Agency
for the U.S. Highway 441 & 27 Area
501 W Meadow Street
Leesburg, FL 34748
Attention: Chairman and Secretary

Telephone: (352)728-9714

Section 7.2 BINDING EFFECT. This Interlocal Agreement shall inure to the benefit of and shall be binding upon the City and the Agency and their respective successors and assigns. In consideration of the purchase and acceptance of any or all of the 2016 Note by those who shall hold the same from time to time, the provisions of this Interlocal Agreement shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the 2016 Note. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Holders of any and all of the 2016 Note.

Section 7.3 SEVERABILITY. In the event any provision of the Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 AMENDMENTS, CHANGES AND MODIFICATIONS. No modification alteration or amendment to this Interlocal Agreement shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto and the Holders of the 2016 Note.

Section 7.5 EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the law of the State of Florida.

Section 7.7 CONSENTS AND APPROVALS. Whenever written consent or approval shall be required under the provisions of this Interlocal Agreement, such consent or approval may be given by an authorized officer of the City and/or Agency.

Section 7.8 IMMUNITY OF OFFICERS, EMPLOYEES AND MEMBERS OF CITY AND AGENCY. No recourse shall be had for any payment due hereunder or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Interlocal Agreement against any past, present or future officer, member, employee, director or agent of the City or the Agency as such, either directly or through the City or the Agency, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Interlocal Agreement.

Section 7.9 CAPTIONS. The captions or headings in this Interlocal Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Interlocal Agreement.

Section 7.10 NO PECUNIARY LIABILITY OF CITY OR AGENCY. No provision, covenant or agreement contained in this Interlocal Agreement, or any obligation herein imposed upon the City or the Agency, or the breach thereof, shall constitute an indebtedness or liability of the State of Florida or any political subdivision of the State of Florida or any public corporation or governmental agency existing under the laws thereof other than the City.

Section 7.11 PAYMENTS DUE ON HOLIDAYS. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Interlocal Agreement, shall be other than on a Business Day such payments shall be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Interlocal Agreement.

Section 7.12 PUBLIC AGENCIES. At all times prior to and during the term of this Interlocal Agreement, the City and Agency shall constitute “public agencies” as that term is defined in section 163.01(3)(b), Florida Statutes, and each of the City and this Agency have in common the power and authority to separately issue obligations like the 2016 Note in order to provide financing of the Project.

[SIGNATURES ON FOLLOWING PAGE]

Section 7.13 FILING OF INTERLOCAL AGREEMENT. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Lake County, Florida, all in accordance with Chapter 163, Part I, Florida Statutes.

IN WITNESS WHEREOF, Community Redevelopment Agency for the U.S. Highway 441 & 27 Area has caused this Interlocal Agreement to be executed in its corporate name and attested by its duly authorized officers and City of Leesburg, Florida has caused this Interlocal Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers as of the date first above written.

ATTEST:

**COMMUNITY REDEVELOPMENT
AGENCY FOR THE U.S. HIGHWAY 441
& 27 AREA**

By: _____
Secretary

By: _____
Chairman

Approved as to Form and Correctness

Agency Counsel

CITY OF LEESBURG

ATTEST:

By: _____
Title: Mayor

By: _____
City Clerk

Approved as to Form and Correctness

City Attorney

LOAN AGREEMENT

Dated as of December 8, 2016

By and Between

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA**

and

CENTERSTATE BANK OF FLORIDA, N.A.

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LOAN AGREEMENT

THIS LOAN AGREEMENT (the “Agreement”), made and entered into this 8th day of December, 2016, by and between **COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA** (the “Agency” or the “Issuer”), a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, and **CENTERSTATE BANK OF FLORIDA, N.A.**, a national banking association, and its successors and assigns (the “Bank”).

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement;

WHEREAS, the Agency, pursuant to the provisions of the Florida Constitution, Chapter 163, Part III, Florida Statutes, particularly Section 163.385, Florida Statutes, and any other applicable provisions of law (all of the foregoing, collectively, the “Act”), and Resolution No. ____ adopted by the Agency on November 28, 2016, is authorized to issue “redevelopment revenue bonds” for the Agency’s public purposes including issuing refunding bonds for the retirement of bonds or other obligations previously issued, provided such borrowing has been authorized by a resolution or ordinance of the governing body of the City of Leesburg, Florida; and

WHEREAS, the City Commission of the City of Leesburg, Florida, adopted Resolution No. ____ on November 28, 2016, authorizing and approving the issuance by the Agency of its \$_____ Tax Increment Revenue Refunding Note, Series 2016 (the “Note”) for the purpose of refunding and providing for the retirement of all of the Agency’s outstanding Tax Increment Revenue Bonds, Series 2009 (the “Refunded Bonds”); and

WHEREAS, the Agency has accepted the commitment of the Bank to purchase the Note but only upon the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings as follows:

“Act” shall have the meaning assigned to that term in the recitals hereof.

“Agreement” shall mean this Loan Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Authorized Denomination” shall mean, with respect to each of the 2015A Note and the 2015B Note, the outstanding principal thereof.

“Bond Counsel” shall mean, Akerman LLP, Orlando, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions hired by the Agency to render an opinion on such matters with regard to the Note.

“Business Day” shall mean any day other than a Saturday, a Sunday, or a day on which the office of the Bank at which payments on the Note are due is lawfully closed.

“Chairperson” shall mean the Chairperson of the Agency.

“City” shall mean the City of Leesburg, Florida, a municipal corporation of the State of Florida.

“City Resolution” shall mean Resolution No. _____ duly adopted by the City Commission of the City on November 28, 2016.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Community Redevelopment” shall have the meaning ascribed to such term in the Act.

“Community Redevelopment Area” shall mean those areas of the City so designated as the community redevelopment area of the Agency pursuant to Chapter 163, Part III, Florida Statutes and various resolutions and ordinances of the City.

“Debt Service” means principal and interest, and other debt-related costs, due in connection with the Note, as applicable.

“Default Rate” shall mean 5.59% to be calculated on the basis of a 360-day year of 12,30 day months.

“Determination of Taxability” shall mean a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on any of the Note is or was includable in the gross income of an Owner for Federal income tax purposes; provided, no Determination of Taxability shall be deemed to occur unless the Issuer has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Issuer’s own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Determination of Taxability.

“Determination of Taxability Period” shall mean the period of time between (a) the earliest date that the Internal Revenue Service imposes federal income tax on the interest on any the Note and (b) the effective date of the Determination of Taxability.

“Escrow Deposit Agreement” shall mean that agreement dated the date of delivery of the Note between the Agency and U.S. Bank National Association as escrow trustee pursuant to

which proceeds of the Note will be deposited to provide for the defeasance and payment of the Refunded Bonds as provided therein.

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Final Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to acceleration or prepayment, May 1, 2036.

“Fiscal Year” shall mean the 12-month period commencing October 1 of each year and ending on the succeeding September 30, or such other 12-month period as the Agency may designate as its “fiscal year” as permitted by law.

“Governing Body” shall mean the board of the Agency or its successor in function.

“Increment Revenues” shall mean the funds deposited into the Redevelopment Trust Fund in accordance with Section 163.387, Florida Statutes. Increment Revenues are not Pledged Revenues until so deposited.

“Interest Payment Date” shall mean each May 1 and November 1, commencing May 1, 2017.

“Interlocal Agreement” shall mean that interlocal agreement by and between the City and the Agency pursuant to which, among other matters but subject to the terms set forth therein, the City covenants to budget and appropriate Non-Ad Valorem Revenues (as defined therein) to make certain payments in regard to the Note.

“Investment Securities” shall mean any investments permitted by the City’s investment policy as amended from time to time.

“Loan” shall refer to an amount equal to the outstanding principal of the Note, together with unpaid interest which has accrued.

“Noteholder” or “Holder(s)” or “Owners” shall mean the Bank as the holder of the Note and any subsequent registered holder of the Note or any portion thereof.

“Note Rate” shall mean 2.59% (as modified by the adjustment as described in Section 3.03 hereof) to be calculated on the basis of a 360-day year of 12, 30-day months.

“Pledged Revenues” shall mean the Increment Revenues and all amounts on deposit in the Restricted Surplus Account.

“Redevelopment Trust Fund” shall mean the redevelopment trust fund established for the Agency under Section 163.387, Florida Statutes, and various ordinances of the City.

“Resolution” shall mean Resolution No. _____, duly adopted at a meeting of the Agency on November 28, 2016, which, among other things, authorized and confirmed the borrowing of the Loan and execution and delivery of this Agreement and the issuance of the Note.

"Restricted Surplus Account" shall mean the account established by that name to Section 3.04 hereof.

“Vice Chairperson” shall mean the Vice Chairperson of the Agency.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of Agency. The Agency represents and warrants to the Bank as follows:

(a) Existence. The Agency is a community redevelopment agency of the State of Florida, duly created and validly existing under the laws of the State of Florida, with full power to enter into this Agreement, to perform its obligations hereunder and to issue and deliver the Note to the Bank. The making, execution and performance of this Agreement on the part of the Agency and the issuance and delivery of the Note has been duly authorized by all necessary action on the part of the Agency and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the Agency or any of its material properties is bound.

(b) No Financial Material Adverse Change. No material adverse change in the financial condition of the Agency or the Pledged Revenues has occurred since the most recent audited financial statements of the Agency. All of the financial information provided to the Bank by the Agency is accurate.

(c) Powers of Agency. The Agency has the legal power and authority to pledge the Pledged Revenues to the repayment of the Loan as described herein.

(d) Authorizations, etc. No authorization, consent, approval, license, exemption or registration or filing with any court or governmental department, commission, board, bureau,

agency or instrumentality, domestic or foreign, has been or will be necessary for the valid execution, delivery and performance by the Agency of this Agreement, the Note and the related documents, except such as have been obtained, given or accomplished.

(e) No Lien. Following the issuance of the Note, the Increment Revenues will not be pledged or encumbered in any manner other than to the payment of debt service in the Note.

Section 2.02. Covenants of the Agency. The Agency covenants as follows:

(a) The Agency will not take any action to reduce the boundaries of the Community Redevelopment Area as such exists on the date hereof.

(b) To provide the Bank within 60 days of adoption, its annual budget and within 180 days of the last day of the Fiscal Year the Agency's audited financial statements.

(c) To provide each Bank with such additional financial information as is readily available to the Agency as such Bank shall request.

Section 2.03. Representations and Warranties of Bank. The Bank represent and warrants to the Agency as follows:

(a) Existence. The Bank is a national banking association with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan have been duly authorized by all necessary action on the part of each Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which each Bank is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (and specifically creditors' rights as the same relate to Bank) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note, (ii) has received and reviewed such financial information concerning the Agency and the City as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a view toward resale to the public.

(d) Commitment Letter Superseded. The Bank agrees that its commitment letter dated November 14, 2016 to the Agency regarding its purchase of the Note is superseded by the provisions of this Agreement and the Interlocal Agreement.

ARTICLE III

THE NOTE

Section 3.01. Purpose and Use. On the date of this Agreement, the Bank shall make available to the Agency the Loan in the principal amount of \$_____. The proceeds available under this Agreement shall be used solely to refund the Refunded Bonds and to pay costs of issuing the Note.

Section 3.02. The Notes. The Note shall be substantially in the form set forth as **Exhibit "A"** to this Agreement. The general terms of the Note shall be as follows:

- (a) Amount of Note. The principal amount of the Note shall be \$_____.
- (b) Interest. The Note shall bear interest at the Note Rate. Upon the occurrence of the event specified in Section 3.03 of this Agreement, the Note Rate shall be adjusted as therein provided.
- (c) Prepayments. The Note may be prepaid by the Agency in whole or in part at any time at a prepayment price equal to the principal amount of the Note to be prepared as provided in the Note plus accrued interest to the prepayment date.

Any prepayments shall be applied first to accrued interest, then to other amounts owed the Holder and finally to principal last maturing under the Note.

- (d) Principal Payments. The principal of the Note shall be due on each May 1 as provided in the Note.

Section 3.03. Adjustment to Note Rate. The Note Rate shall be subject to adjustment by the Holder as hereinafter described.

In the event of a Determination of Taxability, the Note Rate shall be adjusted to cause the yield on the Note to equal what the yield on the Note would have been absent such Determination of Taxability (the "Taxable Rate") effective retroactively to the effective date of such Determination of Taxability. Within thirty (30) days of a Determination of Taxability, the Agency agrees to pay to the Holder subject to such Determination of Taxability the Additional Amount (as defined herein). "Additional Amount" means (i) the difference between (a) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) loses its "tax-exempt" status and ending on the earlier of the date the Note ceased to be outstanding or such adjustment is no longer applicable to the Note (the "Taxable Period") at a rate equal to the Taxable Rate and (b) the aggregate amount of interest payable on the Note for the Taxable Period under the Note without considering the Determination of Taxability that has been paid to the Holder, plus (ii) any penalties and interest paid or payable by such Holder to the Internal Revenue Service by reason of such Determination of Taxability.

The Holder shall promptly notify the City in writing of any adjustments pursuant hereto. Such adjustments shall become effective as of the effective date of the event causing such adjustment. Adjustments pursuant hereto may be retroactive. The Holder shall certify to the

City in writing the additional amount, if any, due to the Holder as a result of an adjustment pursuant hereto, which certification shall be conclusive absent manifest error. Notwithstanding any provision here to the contrary, in no event shall the interest rate on the Note exceed the maximum rate permitted by law.

Section 3.04. Creation and Application of Moneys in Restricted Surplus Account.

There is hereby created the Restricted Surplus Account into which \$_____ shall be deposited in connection with the issuance and delivery of the Note. Funds on deposit in the Restricted Surplus Account shall be used to pay debt service on the Note to the extent Increment Revenues are insufficient therefor. Amounts in the Restricted Surplus Account shall be used only for such purpose and amounts shall be withdrawn from the Restricted Surplus Account to pay debt service on the Note prior to seeking payments from the City pursuant to the Interlocal Agreement.

Section 3.05. Conditions Precedent to Issuance of Notes. Prior to or simultaneously with the issuance of the Note, there shall be filed with the Bank the following, each in form and substance reasonably acceptable to the Bank:

(a) an opinion of counsel to the Agency and the City substantially to the effect that (i) the Resolution has been duly adopted by the Agency, the City Resolution has been duly adopted by the City and this Agreement, the Note, the Escrow Deposit Agreement and Interlocal Agreement have been duly authorized, executed and delivered by the Agency and each constitutes a valid, binding and enforceable agreement of the Agency in accordance with their respective terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the Agency's execution, delivery and performance of this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement and execution and issuance of the Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the execution, issuance and delivery of the Note has been duly and validly authorized by the Agency and the City, and the Note constitute valid and binding special obligations of the Agency enforceable in accordance with their terms; (iv) the Agency (A) is a community redevelopment agency duly organized and validly existing under the laws of the State of Florida, and (B) has power and authority to adopt the Resolution, to execute and deliver this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement, to execute and deliver the Note, and to consummate the transactions contemplated by such instruments; (v) the execution, delivery and performance of the Note, this Agreement, the Interlocal Agreement and the Escrow Deposit Agreement, and compliance with the terms thereof and hereof, under the circumstances contemplated hereby, do not and will not in any material respect conflict with, or constitute on the part of the Agency a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Agency or to which its properties are subject or conflict with, violate or result in a breach of any existing law, administrative rule or regulation, judgment, court order or consent decree to which the Agency or its properties are subject; (vi) to the best of such counsel's knowledge, there is no claim, action, suit, proceeding, inquiry, investigation, litigation or other proceeding, at law or in equity, pending or threatened in any court or other tribunal, state or federal (W) restraining or enjoining, or seeking to restrain or enjoin, the issuance, sale, execution or delivery of the Note, (X) in any way questioning or

affecting the validity or enforceability of any provision of this Agreement, the Escrow Deposit Agreement, the Interlocal Agreement, the Note, or the Resolution or the City Resolution, (Y) in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Note, or of any provision made or authorized for the payment thereof, or (Z) questioning or affecting the organization or existence of the Agency or the right of any of its officers to their respective offices; (vii) the Agency has the legal power to refund the Refunded Bonds and to pay associated costs of issuance, to impose and collect the Increment Revenues and to grant a lien on the Pledged Revenues as described herein and in the Resolution; (viii) all conditions contained in the ordinances and resolutions of the Agency and the City precedent to the issuance of the Note have been complied with and (ix) the Interlocal Agreement has been duly authorized, executed and delivered by the City and constitutes a valid, binding and enforceable agreement of the City in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein may be limited by bankruptcy, insolvency, financial emergency or other laws affecting creditors' rights generally or by usual equity principles.

(b) an opinion of Bond Counsel (who may rely on opinion of counsel to the Agency), substantially to such effect that such counsel is of the opinion that: (i) this Loan Agreement constitutes a valid and binding obligation of the Agency enforceable upon the Agency in accordance with its terms; (ii) the Note is a valid and binding special obligation of the Agency enforceable in accordance with its terms, payable from and secured solely by the sources provided therefor in this Loan Agreement; (iii) assuming compliance by the Agency with certain covenants relating to requirements contained in the Code, interest on the Note is excluded from gross income for purposes of federal income taxation, and (iv) the Refunded Bonds have been legally defeased.

(c) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service by the Agency;

(d) the original executed Note, Agreement, Interlocal Agreement and Escrow Deposit Agreement; and

(e) such other documents as the Bank reasonably may request of the Agency and the City.

Payment by the Bank of the purchase price of the Note of \$_____ million shall be conclusive evidence that the provisions of this Section 3.05 have been complied with.

Section 3.06. Registration of Transfer; Assignment of Rights of Bank. The Agency shall keep at its offices the registration of the Note and the registration of transfers of the Note as provided in this Agreement. The transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the Agency together with an assignment duly executed by the Owner thereof or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Exhibit A to this Agreement; provided, however, that each Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the Agency shall execute and deliver in exchange for each Note a new Note registered in the name of the transferee. In all

cases in which a Note shall be transferred hereunder, the Agency shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The Agency may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any lawful coin or currency of the United States.

The registration of transfer of the Note on the registration books of the Agency shall be deemed to effect a transfer of the rights and obligations of the applicable transfer or under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Owner under this Agreement and shall be bound by all provisions of this Agreement that are binding upon such Owner. The Agency and the transferor shall execute and record such instruments and take such other actions as the Agency and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of the Owner under this Agreement and the Note.

The registered owner of the Note is hereby granted power to transfer absolute title thereof by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against such owner's assignor or any person in the chain of title and before the maturity of a Note; provided, however, that the Note may be transferred only in whole and not in part and provided further, that no transfer shall be permitted absent the Agency's receipt of a certificate in form and substance similar to the one included as part of Exhibit A hereto from such proposed transferee. Every prior registered owner of the Note shall be deemed to have waived and renounced all of such owner's equities or rights therein in favor of every such bona fide purchaser, and every such bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

In the event any Note is mutilated, lost, stolen, or destroyed, the Agency shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Agency, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the Agency evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Section 3.07. Ownership of the Note. The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Note shall be made only to the registered owner thereof or such Owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

Section 3.08. Use of Proceeds of Note Permitted Under Applicable Law. The Agency represents, warrants and covenants that the proceeds of the Note will be used solely to refund the Refunded Bonds and to pay costs of issuance of the Note, and that such use is permitted by applicable law.

Section 3.09. Authentication. Until the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A, duly executed by the manual

signature of the registrar as authenticating agent, it shall not be entitled to any benefit or security under this Agreement. Such certificate of the registrar upon the Note shall be conclusive evidence that the Note have been duly authenticated and delivered under this Agreement.

ARTICLE IV

COVENANTS OF THE AGENCY

Section 4.01. Performance of Covenants. The Agency covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the Agency relating to the Loan, that it will take all necessary steps to receive the Pledged Revenues and any amounts due under the Interlocal Agreement, and that it will do nothing to jeopardize its ability to receive the Pledged Revenues and any amounts due under the Interlocal Agreement.

Section 4.02. Payment of Note.

(a) The Agency covenants that in each Fiscal Year it will promptly upon receipt deposit all Increment Revenues into the Redevelopment Trust Fund and pay from the first available Increment Revenues the principal of and interest on the Note coming due in such Fiscal Year and other costs and expenses due and payable to the Holder(s) under this Agreement at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof. The Agency does hereby irrevocably pledge the Pledged Revenues as security for the repayment of the Note. The Agency shall not use the Pledged Revenues collected in each Fiscal Year for any purpose other than debt service on the Note until, and only to the extent that, the amount in the Redevelopment Trust Fund equals or exceeds the debt service on the Note in such Fiscal Year.

(b) The Agency additionally covenants that the extent Pledged Revenues are not sufficient to make any payment due on the Note, the Agency will take all necessary actions required by it under the Interlocal Agreement in order for the City to be required to make the payments the City has agreed to make pursuant to the Interlocal Agreement .

(c) The Note is a special obligation of the Agency payable from and secured solely by the Pledged Revenues and otherwise payable as provided in (b) above. The Note will not constitute a general debt, liability or obligation of the Agency or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. The Note shall not constitute a lien upon any property of the Agency except upon the Pledged Revenues.

Section 4.03. Tax Covenant. The Agency covenants to the purchasers of the Note that the Agency will not make any use of the proceeds of the Note at any time during the respective terms of such Note which, if such use had been reasonably expected on the date the Note were issued, would have caused such Note to be an “arbitrage bond” within the meaning of the Code. The Agency will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to insure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

Section 4.04. Additional Debt. The Agency will not issue any debt payable on a parity with the Note from any of the Pledged Revenues (“Parity Debt”) unless there shall have been obtained and filed with the Agency a statement of the Agency Treasurer or City Finance Director (1) setting forth the amount of the Increment Revenues which have been received by the Agency during the most recent Fiscal Year for which audited financial statements are available; and (2) stating that the amount of the Increment Revenues received during the aforementioned twelve month period equals at least 1.50 times the maximum annual debt service of the Note, any debt then outstanding payable on parity with the Note from the Increment Revenues and the proposed Parity Debt. If any Parity Debt is to be issued with a variable, adjustable, convertible or similar rate that is not fixed in percentage for the entire term of such debt (“Variable Rate Debt”) for purposes of determining compliance with the 1.50 times maximum annual debt service provision the interest rate on such Variable Rate Debt shall be the greater of four percent (4%) or the initial interest rate on such Variable Rate Debt plus one percent (1%).

In the event any Parity Debt is to be issued for the purpose of refunding any debt secured by the Pledged Revenues then outstanding, the conditions above shall not apply, provided that the issuance of such Parity Debt shall not result in an increase in the aggregate amount of principal of and interest becoming due in the current Fiscal Year or in any subsequent Fiscal Years.

The Agency shall not issue any debt having a lien on the Pledged Revenues subordinate to the lien thereon of the Note and any Parity Debt without the prior written consent of the Holders of all such senior lien debt.

Section 4.05. Additional Rights and Remedies. If in connection with the issuance of any Parity Debt, any Holder of such Parity Debt is granted (i) any rights or (ii) any event of default or remedy, that is not contained in this Agreement, such right, event of default or remedy shall be deemed to apply hereunder as if expressly set forth herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default. Each of the following is hereby declared an “Event of Default:”

(a) payment of the principal of the Note or any other debt secured by the Increment Revenues shall not be made when the same shall become due and payable;

(b) payment of any installment of interest on the Note or any other debt secured by the Increment Revenues shall not be made when the same shall become due and payable; or

(c) the Agency shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Note or in this Agreement and such default shall continue for 30 days after written notice shall have been given to the Agency by the Noteholder specifying such default and requiring the same to be remedied; provided, however, that if, in the reasonable judgment of the Noteholder, the Agency shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed

within a period of 30 days, then such period shall be increased to such extent as shall be necessary to enable the Agency to diligently complete such curative action but not to exceed an additional 60 days; or

(d) any proceedings are instituted with the consent or acquiescence of the Agency, for the purpose of effecting a compromise between the Agency and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereinafter enacted; or

(e) the Agency admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors, declares a financial emergency or consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(f) the Agency is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the Agency, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Agency, a receiver or trustee of the Agency or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Agency or of the whole or any substantial part of its property and such custody or control shall not be terminated within 90 days from the date of assumption of such custody or control; or

(h) a material breach by the Agency of any of the representations or warranties set forth herein.

Section 5.02. Exercise of Remedies. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate and all payments made on the Note during any such period shall be applied first to interest and then to principal. Upon the occurrence and during the continuance of an Event of Default, a Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights provided that acceleration of the payments due on the Note shall not be a remedy hereunder.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to a Noteholder is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 5.04. Waivers, Etc. No delay or omission of a Noteholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to a Noteholder may be exercised from time to time and as often as may be deemed expedient.

A Noteholder may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of Agency, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Agency to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement. This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full except for those obligations under Section 3.03 hereof which survive payment of the Note.

Section 6.03. Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Agency and 100% of the Noteholders.

Section 6.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Agency or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

(a) As to the Agency:

Community Redevelopment Agency
For The U.S. Highway 441 & 27 Area
501 West Meadow Street
Leesburg, FL 34748
Attention:

(b) As to Bank:

CenterState Bank
181 Cypress Point Parkway
Palm Coast, FL 32164
Attention: Garry Lubi

or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

Any party may, by notice sent to the others, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive. Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Agency and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Agency and the Noteholder.

Section 6.06. Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Agency to the full extent from time to time permitted by law.

Section 6.07. Payments Due on Non Business Days. In any case where the date of maturity of interest on or principal of the Note or the date fixed for prepayment of the Note shall not be a Business Day, then payment of such interest or principal shall be made on the next preceding Business Day with the same force and effect as if paid on the date of maturity or the date fixed for prepayment.

Section 6.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.09. Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.10. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Agency in connection herewith, no present or future Commissioner of the Agency or any officer, employee or agent of the Agency shall be liable in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Agency or any successor to the Agency, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.11. Waiver of Jury Trial. THE BANK AND THE AGENCY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE RESOLUTION, THIS AGREEMENT, THE NOTE OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

Section 6.12. Incorporation by Reference. All of the terms and obligations of the Resolution and the Exhibits hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

**U.S. HIGHWAY 441 & 27 AREA
COMMUNITY REDEVELOPMENT
AGENCY**

ATTEST:

By: _____
Chairperson

Secretary

Approved As To Form and Correctness:

Agency Attorney

**CENTERSTATE BANK OF
FLORIDA, N.A.**

By: _____
Print Name: _____
Title: Authorized Officer

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA
TAX INCREMENT REFUNDING REVENUE NOTE, SERIES 2016**

<u>Principal</u>	<u>Maturity Date</u>	<u>Note Rate</u>	<u>Dated Date</u>
\$	May 1, 2036	2.59%	December 8, 2016

COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA (the "Agency" or the "Issuer"), for value received, hereby promises to pay, solely from the sources described in the within mentioned Agreement, to the order of CENTERSTATE BANK OF FLORIDA, N.A., a national banking association (the "Bank"), or its successors or assigns (the "Holder") at _____, at or at such place as the Holder may from time to time designate in writing the Principal Sum stated above on the Maturity Date stated above, except to the extent principal has been paid prior to the Maturity Date by redemption or otherwise, together with any accrued and unpaid interest, and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2017, until payment of said principal sum has been made or provided for, at the Note Rate. Payments due hereunder shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, which payments shall be made to the Holder hereof by check mailed to the Holder at the address designated in writing by the Holder for purposes of payment or by bank wire or bank transfer as such Holder may specify in writing to the Agency or otherwise as the Agency and the Holder may agree.

The Note Rate may be adjusted in accordance with Sections 3.03 of that certain Loan Agreement by and between the Bank and the Agency, dated as of December 8, 2016 (the "Agreement").

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Following the occurrence and during the continuance of any Event of Default, as defined in the Agreement, this Note shall bear interest at the Default Rate, as defined in the Agreement. All interest on this Note shall be computed on the basis of a 360 day year of 12, 30-day months.

This Note is a limited, special obligation of the Agency, secured solely by a lien upon and pledge of the Pledged Revenues, as defined and described and in the manner provided in the Agreement.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

This Note may be prepaid by the Agency in whole or in part, on any date as provided in the Agreement from any legally available monies at a prepayment price of 100% of the principal amount to be redeemed without any prepayment penalty or fee, plus accrued interest to the prepayment date.

Notice having been given as provided in the Agreement, the principal amount to be prepaid shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on such principal amount; and the amount of principal and interest then due and payable shall be paid upon presentation and surrender and exchange (if prepayment is part) of this Note to the office of the Registrar. If, on the prepayment date, funds for the payment of the principal amount, together with interest to the prepayment date on such principal amount, shall have been given to the Holder, as above provided, then from and after the prepayment date interest on such principal amount of this Note shall cease to accrue.

Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the laws of the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Agency greater than the amount contracted for herein. In the event this Note is prepaid in accordance with the provisions hereof, the Agreement or the Resolution, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of that permitted by Section 215.84(3), Florida Statutes, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be cancelled automatically as of the date of such prepayment, or, if theretofore paid, shall be credited on the principal amount of this Note unpaid, but such crediting shall not cure or waive any default under the Agreement or Resolution.

THIS NOTE SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE AGENCY OR THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED REVENUES AND AS OTHERWISE PROVIDED IN THE AGREEMENT AND THE RESOLUTION. THE HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OR TAXATION IN ANY FORM TO PAY THIS NOTE OR THE INTEREST HEREON.

Upon the occurrence of an Event of Default the Holder of the Note shall also have such remedies as described in the Agreement.

The Agency hereby waives presentment, demand, protest and notice of dishonor. This Note is governed and controlled by the Agreement and reference is hereby made thereto regarding interest rate adjustments and other matters.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Agency has caused this Note to be signed by its Chairman, either manually or with facsimile signature, and attested by its Secretary, either manually or with facsimile signature, and this Note to be dated the Dated Date set forth above.

**COMMUNITY REDEVELOPMENT
AGENCY FOR THE U.S. HIGHWAY 441
& 27 AREA**

ATTEST:

By: _____
Chairperson

Secretary

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This 2016 Note is being delivered pursuant to the within mentioned Agreement.

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE U.S. HIGHWAY 441 & 27 AREA,
as Authenticating Agent**

By: _____
Secretary

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ (please print or typewrite name, address and tax identification number of assignee) _____ the within 2016 Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within 2016 Note on the books kept for registration thereof, with full power of substitution in the premises.

Name of Holder: _____

By: _____

EXHIBIT A

NOTE - PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2017	\$
May 1, 2018	
May 1, 2019	
May 1, 2020	
May 1, 2021	
May 1, 2022	
May 1, 2023	
May 1, 2024	
May 1, 2025	
May 1, 2026	
May 1, 2027	
May 1, 2028	
May 1, 2029	
May 1, 2030	
May 1, 2031	
May 1, 2031	
May 1, 2032	
May 1, 2033	
May 1, 2034	
May 1, 2035	
May 1, 2036	

PURCHASER'S CERTIFICATE

Community Redevelopment Agency for the
U.S. Highway 441 & 27 Area (the "City")

Ladies and Gentlemen:

The undersigned, as a purchaser of Community Redevelopment Agency for the U.S. Highway 441 & 27 Area Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") dated December 8, 2016, consisting of one typewritten 2016 Note, hereby certifies that we have been provided (a) a copy of Agency's Resolution No. _____, adopted by the Agency on November 28, 2016, authorizing the issuance of the 2016 Note (the "Resolution"), (b) the Loan Agreement dated as of December 8, 2016, between the Agency and us as assignee (the "Agreement"), (c) such financial and general information respecting the Pledged Revenues (as such term is defined in the Agreement) the Agency and the City and, (d) that Interlocal Agreement dated December 8, 2016 between the Agency and the City of Leesburg, Florida (the "City") and the 2016 Note described above as we deem necessary to enable us to make an informed investment judgment with respect to the purchase of said 2016 Note.

We hereby make the following representations, which representations may be relied upon by the City:

- A. We are aware:
 - (i) that investment in the 2016 Note involves various risks;
 - (ii) that the 2016 Note is not a general obligation of the Agency; and
 - (iii) that the principal or premium, if any, and interest on the 2016 Note is payable solely from the Pledged Revenues and other sources as provided in the Agreement.
- B. We understand that no official statement, offering memorandum or other form of offering document was prepared or is being used in connection with the offering or sale of the 2016 Note (collectively, "Disclosure Documents"), but we have been afforded access to all information we have requested in making our decision to purchase the 2016 Note and have had sufficient opportunity to discuss the business of the City with its officers, employees and others. We have not requested any Disclosure Documents in connection with the sale of the 2016 Note. We do not require any further information or data incident to our purchase of the 2016 Note.

- C. In purchasing the 2016 Note, we have relied solely upon our own investigation, examination, and evaluation of the Agency, the Pledged Revenues and other relevant matters.
- D. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the 2016 Note and have determined that we can bear the economic risk of our investment in the 2016 Note.
- E. We acknowledge the understanding that the 2016 Note is not registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Resolution and Agreement are not qualified under the Trust Indenture Act of 1939, as amended, and that the Agency has no obligation to effect any such registration or qualification.
- F. We are not acting as a bond house, broker or other intermediary, in our purchase of the 2016 Note. Although we retain the right to transfer the 2016 Note in the future, we understand that the 2016 Note may not be readily tradable.
- G. We have received all documents requested by us incident to our purchase of the 2016 Note.
- H. We acknowledge that we are an "accredited investor" within the meaning of Chapter 517, Florida Statutes and Regulation D of the 1933 Act.

Signed as of the _____ day of _____, _____.

[_____]

By: _____
Authorized Officer

RESOLUTION NO. _____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA, ACCEPTING THE PROPOSAL OF CENTERSTATE BANK OF FLORIDA, N.A. TO PURCHASE THE AGENCY'S NOT EXCEEDING \$13,000,000 PRINCIPAL AMOUNT TAX INCREMENT REVENUE REFUNDING NOTE, SERIES 2016 THE PROCEEDS OF WHICH WILL BE APPLIED TO ADVANCE REFUND ALL OF THE AGENCY'S OUTSTANDING TAX INCREMENT REVENUE BONDS, SERIES 2009; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH SAID BANK PURSUANT TO WHICH THE AGENCY WILL ISSUE A 2016 NOTE TO SECURE THE REPAYMENT OF SAID LOAN; PROVIDING FOR THE PAYMENT OF SUCH 2016 NOTE FROM INCREMENT REVENUES AND OTHER PLEDGED AMOUNTS ALL AS PROVIDED IN THE LOAN AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT WITH THE CITY OF LEESBURG; AUTHORIZING THE PROPER OFFICIALS OF THE AGENCY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENT, THE 2016 NOTE, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH SAID LOAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY FOR THE U.S. HIGHWAY 441 & 27 AREA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 163, Part III, Florida Statutes (the "Act"), the Florida Constitution and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared:

(A) Community Redevelopment Agency for the U.S. Highway 441 & 27 Area (the "Agency"), deems it necessary, desirable and in the best interests of the Agency and the City

of Leesburg, Florida and the property owners, residents and tenants thereof that the Agency issue its Tax Increment Revenue Refunding Note, Series 2016 (the "2016 Note") to advance refund all of the Agency's outstanding Tax Increment Revenue Bonds, Series 2009 ("Refunded Bonds") for debt service savings all as more particularly described in the Loan Agreement (as defined herein).

(B) The Agency staff in consultation with PFM Financial Advisors, LLC ("PFM") the Agency's financial advisor has reviewed the proposal of CenterState Bank of Florida, N.A. (the "Lender") regarding a loan in an amount of not to exceed \$13,000,000 (the "Loan"), the proceeds of which will be applied to refund the Refunded Bonds and to pay costs of issuing the 2016 Note.

(C) The Loan will be secured by the Increment Revenues and other pledged amounts as provided in the Loan Agreement pursuant to which the Agency will issue the 2016 Note to secure the repayment of the Loan.

(D) The Agency has determined that due to the present volatility of the market for municipal debt, it is in the best interest of the Agency to issue the 2016 Note pursuant to the Loan Agreement by negotiated sale, allowing the Agency to issue the 2016 Note at the most advantageous time, rather than a specified advertised future date, thereby allowing the Agency to obtain the best possible price, interest rate and other terms for the 2016 Note and, accordingly, the Commissioners of the Agency hereby find and determine that it is in the best financial interest of the Agency that a negotiated private placement of the 2016 Note to the Lender be authorized.

SECTION 3. AUTHORIZATION OF ISSUANCE OF 2016 NOTE AND REFUNDING OF REFUNDED BONDS. The Agency hereby authorizes the issuance of the 2016 Note in a principal amount not to exceed \$13,000,000 to refund the Refunded Bonds and pay costs of issuing the 2016 Note as more particularly described in the Loan Agreement.

SECTION 4. ACCEPTANCE OF COMMITMENT LETTER WITH LENDER. The Agency hereby accepts the commitment of the Lender dated November 14, 2016 attached hereto.

SECTION 5. APPROVAL OF FORM OF AND AUTHORIZATION OF LOAN AGREEMENT AND 2016 NOTE. The Loan and the repayment of the Loan as evidenced by the 2016 Note shall be pursuant to the terms and provisions of a Loan Agreement with the Lender (the "Loan Agreement") and the 2016 Note. The Agency hereby approves the Loan Agreement in substantially the form attached hereto as **Exhibit A** and authorizes the Chairman or Vice Chairman of the Agency (collectively, the "Chairman") and the Secretary of the Agency or other appropriate officer or any deputy or Assistant Secretary of the Agency (collectively, the "Secretary") to execute and deliver on behalf of the Agency the Loan Agreement by and between the Agency and the Lender in substantially in the form attached hereto as Exhibit A and the 2016 Note in substantially the form attached to the Loan Agreement,

with such changes insertions and additions as they may approve, their execution thereof being evidence of such approval.

SECTION 6. PAYMENT OF DEBT SERVICE ON 2016 NOTE. Pursuant to the Loan Agreement, the 2016 Note will be secured by Increment Revenues and other pledged amounts, all as more particularly described in the Loan Agreement.

SECTION 7. APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION OF EXECUTION AND DELIVERY THEREOF. The Interlocal Agreement between the City and the Agency pursuant to which, subject to certain limitations, the City will agree among other matters to budget and appropriate from Non-Ad Valorem Revenues (as defined therein) amounts sufficient to pay debt service on the 2016 Note to the extent the Increment Revenues and other amounts pledged under the Loan Agreement are insufficient to make such payments is hereby approved in substantially the form attached hereto as Exhibit B. The Chairman or any designee thereof and the Secretary are hereby authorized to execute the Interlocal Agreement in substantially the form attached hereto, with such changes, insertions and additions as they may approve, their execution thereof being evidence of such approval. PFM had advised the Agency that entering into the Interlocal Agreement will reduce the debt otherwise payable on the 2016 Note.

SECTION 8. AUTHORIZATION OF OTHER DOCUMENTS TO EFFECT TRANSACTION. To the extent that other documents, certificates or opinions are needed to effect any of the transactions referenced in this Resolution, the Loan Agreement or the 2016 Note, and the security therefore including but not limited to an escrow deposit agreement with U.S. Bank National Association as escrow agent, the Chairman, any other Agency officers, Agency General Counsel and Bond Counsel are hereby authorized to execute and deliver such documents, certificates, opinions, or other items and to take such other actions as are necessary for the full, punctual, and complete performance of the covenants, agreements, provisions, and other terms as are contained herein and in the documents included herein by reference.

SECTION 9. PAYING AGENT AND REGISTRAR. The Agency hereby accepts the duties to serve as registrar and paying agent for the 2016 Note.

SECTION 10. LIMITED OBLIGATION. The obligation of the Agency to repay amounts under the Loan Agreement and the 2016 Note are limited and special obligations, payable from and secured solely by the sources and in the manner set forth in the Loan Agreement and shall not be deemed a pledge of the faith and credit of the Agency.

SECTION 11. EFFECT OF PARTIAL INVALIDITY. If any one or more provisions of this Resolution, the Loan Agreement, or the 2016 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, the 2016 Note or the Loan Agreement, but this Resolution, the Loan Agreement, and the 2016 Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The 2016 Note shall be issued and Loan Agreement shall be executed and this

Resolution is adopted with the intent that the laws of the State of Florida shall govern their construction.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 28th day of November, 2016.

ATTEST:

**COMMUNITY REDEVELOPMENT
AGENCY FOR THE U.S. HIGHWAY 441
&27 AREA**

By _____
Secretary

By: _____
Chairman

(CITY SEAL)

APPROVED AS TO THE FORM
AND CORRECTNESS

Agency Counsel

EXHIBIT A

FORM OF LOAN AGREEMENT